

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
AUGUST 9, 2022

PLACE: DISTRICT EDUCATION CENTER
SUPERINTENDENT'S CONFERENCE ROOM
1875 WEST LOWELL AVENUE
TRACY, CALIFORNIA

To View the live stream of this meeting, please follow this link: [**Board Meeting Live**](#)

TIME: 6:30 PM Closed Session
7:00 PM Open Session

A G E N D A

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| 1. | Call to Order | Pg. No. |
| 2. | Roll Call – Establish Quorum
Board:S. Abercrombie, A. Alexander, A. Blanco, N. Erskine, Z. Hoffert, S. Kaur, L. Souza
Staff: R. Pecot, T. Jalique, J. Stocking, T. Salinas, B. Etcheverry | |
| 3. | Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes.
3.1 Administrative & Business Services: None.
3.2 Educational Services:
3.2.1 Approve Funding for Compensatory Education Services for one student per Confidential Settlement Agreement
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__
3.2.2 Approve Funding for Mileage Reimbursement per Confidential Settlement Agreement
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__
3.2.3 Reinstatements: AR#22-23/#01
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__
3.2.4 PE Exemptions: WHS#10335747
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__
3.3 Human Resources:
3.3.1 Consider Public Employee/Employment/Discipline/Dismissal/Release
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__
3.3.2 Conference with Labor Negotiator
Agency Negotiator: Tammy Jalique
Associate Superintendent of Human Resources
Employee Organization: CSEA, TEA | |
| 4. | Adjourn to Open Session | |

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

6a Report Out of Action Taken on Approve Funding for Compensatory Education

3.2.1 Services for one student per Confidential Settlement Agreement

Action: Motion ___ Second ___. **Vote:** Yes ___; No ___; Absent ___; Abstain ___

6b Report Out of Action Taken on Approve Funding for Mileage Reimbursement

3.2.2 per Confidential Settlement Agreement

Action: Motion ___ Second ___. **Vote:** Yes ___; No ___; Absent ___; Abstain ___

6c Report Out of Action Taken on Reinstatements: AR#22-23/#01

3.2.3

Action: **Vote:** Yes ___; No ___; Absent ___; Abstain ___

6d Report Out of Action Taken on PE Exemptions: WHS#10335747

3.2.4

Action: **Vote:** Yes ___; No ___; Absent ___; Abstain ___

7. 7.1 Approve Regular Minutes of June 28, 2022

1-7

Action: Motion ___; Second ___. **Vote:** Yes ___; No ___; Absent ___; Abstain ___

7.2 Approve Special Minutes of July 25, 2022

8-9

Action: Motion ___; Second ___. **Vote:** Yes ___; No ___; Absent ___; Abstain ___

8. Student Representative Reports: None.

9. Recognition & Presentations: An opportunity to honor students, employees and community members for outstanding achievement:

9.1 Recognize West High Student, Cameron Williams, for Participating in the California Interscholastic Federal State Track and Field Championships in the 2021-22 School Year

9.2 Freiler School Presentation

10. Information & Discussion Items: An opportunity to present information or reports concerning items that maybe considered by Trustees at a future meeting.

10.1 Administrative & Business Services: None.

10.2 Educational Services:

10.2.1 Receive Report on Updated Teacher Data Tables for the School Accountability Report Cards (SARCs) for Tracy Unified School District for the 2020-2021 School Year

10

10.2.2 Receive Report on Updated Teacher Data Tables for the School Accountability Report Cards (SARCs) for Tracy Independent Study Charter School for the 2020-2021 School Year

11

10.2.3 COVID Update

10.2.4 Receive Report on Special Education

11. Hearing of Delegations: Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Oral presentations shall be held to a reasonable length, normally not to exceed five (5) minutes. If formal action is required, the board may request that the item be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent.

12. PUBLIC HEARING: None.

13. Consent Items: Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items.

Action: Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__ .

Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.

13.1 Administrative & Business Services:

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|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| 13.1.1 | Approve Accounts Payable Warrants (May & June 2022)
(Separate Cover Item) | 12 |
| 13.1.2 | Approve Entertainment, Assembly, Service, Business and Food Vendors | 13 |
| 13.1.3 | Approve Payroll Reports (May & June 2022) | 14-22 |
| 13.1.4 | Approve Revolving Cash Fund Reports (May & June 2022) | 23-25 |
| 13.1.5 | Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda | 26-27 |
| 13.1.6 | Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District | 28 |
| 13.1.7 | Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2022/23 School Year | 29-30 |

13.2 Educational Services:

- | | | |
|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| 13.2.1 | Approve Agreement for Special Contract Services and Memorandum of Understanding with San Joaquin County Office of Education, Language and Literacy Department to Provide ELL/ELD Trainings to TUSD Teachers and Staff for the 2022-2023 School Year | 31-34 |
| 13.2.2 | Approve the Spring 2022 Consolidated Application For Funding (Con App) for the Tracy Unified School District | 35-36 |
| 13.2.3 | Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Art Freiler School during the 2022-23 School Year | 37-40 |
| 13.2.4 | Approve Agreement for Contract Services between Community Medical Center and Special Education for the 2022-2023 School Year | 41-44 |
| 13.2.5 | Approve Master Contract for Specialized Education of California (Sierra School), NPS for the 2022-2023 School Year
(Separate Cover Item) | 45 |
| 13.2.6 | Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Merrill F. West High School during the 2022-2023 School Year | 46-49 |
| 13.2.7 | Approve Agreement for Special Contract Services between Houghton Mifflin Harcourt and Monte Vista Middle School during the 2022-2023 School Year | 50-53 |
| 13.2.8 | Approve Master Contract for Summa Academy, NPS for Student Placement for the 2022-2023 and 2023-2024 School Year
(Separate Cover Item) | 54 |

- 13.2.9** Approve Master Contract (MC) for Nonpublic, Nonsectarian School Services with Mountain Valley Academy for the 2022-2023 School Year (Separate Cover Item) **55**
- 13.2.10** Receive Update on Quarterly Williams Complaint Report for the Quarter ending July 15, 2022 **56-57**

13.3 Human Resources:

- 13.3.1** Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment **58-61**
- 13.3.2** Approve Classified, Certificated, and/or Management Employment **62-73**

14. Action Items: Action items are considered and voted on individually. Trustees receive background information and staff recommendations for each item recommended for action in advance of scheduled meetings and are prepared to vote with knowledge on the action items.

14.1 Administrative & Business Services:

- 14.1.1** Approve 2022-23 45-Day Budget Revision (Separate Cover Item) **74-76**
Action: Motion ___; Second ___. **Vote:** Yes ___; No ___; Absent ___; Abstain ___.
- 14.1.2** Adopt Resolution #22-01 Authorizing and Defining Names to Sign Orders on School District Funds **77-81**
Action: Motion ___; Second ___. **Vote:** Yes ___; No ___; Absent ___; Abstain ___.

14.2 Educational Services: None.

14.3 Human Resources:

- 14.3.1** Approve a Variable Term Waiver for Administrative Services **82-83**
Action: Motion ___; Second ___. **Vote:** Yes ___; No ___; Absent ___; Abstain ___.
- 14.3.2** Approve Referral Incentive Agreements with Bargaining Units **84-86**
Action: Motion ___; Second ___. **Vote:** Yes ___; No ___; Absent ___; Abstain ___.
- 14.3.3** Approve a Variable Term Waiver for Multiple Subject, Single Subject and Education Specialist Teachers **87-88**
Action: Motion ___; Second ___. **Vote:** Yes ___; No ___; Absent ___; Abstain ___.
- 14.3.4** Adopt Revised Administrative Regulation 4161.8, 4261.8 and 4361.8 and Abolish Board Policy 4161.8 (First Reading) **89-97**
Action: Motion ___; Second ___. **Vote:** Yes ___; No ___; Absent ___; Abstain ___.

15. Board Reports: An opportunity for board members to discuss items of particular importance or interest in the district.

16. Superintendent's Report: An opportunity for the superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities.

17. Board Meeting Calendar:

- 17.1** August 23, 2022
- 17.2** September 13, 2022
- 17.3** September 27, 2022
- 17.4** October 11, 2022
- 17.5** October 25, 2022

18. Upcoming Events:

- | | | |
|-------------|-----------------------------|-------------------------------|
| 18.1 | September 5, 2022 | No School, Labor Day |
| 18.2 | October 24, 2022 | No School, P/I Conferences |
| 18.3 | November 11, 2022 | No School, Veteran's Day |
| 18.4 | November 21-25, 2022 | No School, Thanksgiving Break |
| 18.5 | December 19-January 2, 2023 | No School, Winter Break |

If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability. To make this request, please telephone the Superintendent's Office at 209.830.3201. If any person with a disability needs a disability-related modification or accommodation, including auxiliary aids or services, he/she should also contact the Superintendent's Office at least 24 hours prior to the meeting.

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, June 28, 2022**

- 6:15 PM:** 1-3. President Alexander called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: S. Abercrombie, A. Alexander, A. Blanco, N. Erskine, Z. Hoffert, S. Kaur; Absent: L. Souza
Staff: B. Stephens, R. Pecot, T. Jalique, J. Stocking, B. Etcheverry
- 7:00 PM** 5. President Alexander called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** 6a Report Out of Action Taken on Reinstatements: AR#21-22/#20
3.2.1
Action: **Vote:** Yes-5; No-0; Absent-1(Kaur, Souza)
6b Report Out of Action Taken on Approve Funding for Compensatory
3.2.2 Education Services and Advocacy Fee for Student per Confidential Settlement Agreement
Action: **Vote:** Yes-5; No-0; Absent-2(Kaur, Souza)
6c Report Out of Action Taken on Consider Unpaid Leave of Absence
3.3.1 for Certificated Employee #UC-1308, Pursuant to Article XX
Action: **Vote:** Approved. Yes-6; No-0; Absent-1(Souza)
- Minutes:** 7. **Approve Regular Minutes of June 14, 2022.**
Action: Abercrombie, Kaur.
Vote: Yes-5; No-0; Absent-1(Souza); Abstain-1(Blanco)
- Audience:** C. Munger, S. Sievers, R. James, M. Petty, T. Salinas, M. Masuda
- Student Rep Reports:** 8. None.
- Recognition & Presentations:** 9. None.
- Information & Discussion Items:** 10.1 **Administrative & Business Services:** None.

10.2 **Educational Services:**
10.2.1 Receive Report on COVID 19 Updates
Dr. Boswell is away tonight, so Dr. Stephens reported on the power point. New case increase is less than 1%. San Joaquin County
The state is at 34.7 per 100,000.

It is still there – has not gone away but has been manageable.

- 10.2.2** Receive Report on Student Support & Discipline Statistics
Dr. Mary Petty, Director of Student Services, presented a power point which reviewed the MTMDSS Model and the referral process. She referenced the number of referrals and the number of expulsions for general and special education. She reviewed some of the supports that are in place for the 2022.23 school year, including a mentorship program called “Improve Your Tomorrow”. Boys and Girls Club are expanding their program to more sites and College Bound will also be expanded to our middle school students.
- 10.2.3** Receive Report on State Indicators (Separate Cover Item)
Tania Salinas, Director of Continuous Improvement, State & Federal Programs presented a power point on TUSD’s state indicators. She reviewed priority 1, 2, 3, 6 and 7. This information must be presented prior to July 1st. She reviewed what you will see on the California Dashboard that shows information on each priority and the rating for each.
- 10.2.4** Receive Report on State Indicators for Tracy Charter (Separate Cover Item)
Dr. Boswell is unavailable tonight, so Tania Salinas, Director of Continuous Improvement, State & Federal Programs presented a power point on Tracy Independent Study Charter School’s state indicators. The same priorities as TUSD were presented and she reviewed the ratings as it pertains to Tracy Independent Study Charter School.

Hearing of Delegations

- 11.** Chris Munger, President of Tracy Educators Association, along with Robert James and Miyoko Masuda, . They thanked Dr. Stephens for his dedication and service. His steady leadership has been appreciated and he is proud of the bridges built with the district. In appreciation, they bought him a going away gift. He presented Dr. Stephens with the gift. Dr. Stephens thanked them for their kindness and appreciation.

Steve Sievers is from Assemblymember Villapudua’s office. He was formerly the TEA president and retired from TUSD after 32 years. Working in TUSD was a wonderful thing. They had a great school board and great leadership. He loved the kids here. When he first met Dr. Stephens, his daughter was in his class. He met him at back-to-school night. He got to know him and gave him respect. He was a no-nonsense guy who gets things done. He beautified the schools in this district. Every school in this district is in incredible shape. The community is a reflection of the schools. He’s guided Dr. Pecot and as he takes over, we know he will do a great job. He presented a resolution from the California State Assembly, in appreciation for the work he has done.

Dr. Rob Pecot, Associate Superintendent of Business Services and incoming superintendent, formally thanked Dr. Stephens. He has impacted a lot of people. He’s the first one here every morning and has been a great role model. He sets high standards and is very blunt even if you don’t want to hear it. He is usually right and not afraid to make a hard decision. He asks a lot of administrators’ questions when

making decisions, one of which was “Would you put your kid in that situation?”. On behalf of management and personally, he wanted to say thank you along with many staff members.

- Public Hearing:** **12.1 Administrative & Business Services:** None.
- Consent Items:** **13. Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.**
 Action: Pull 13.2.4 from the agenda. Approve all other items except 13.2.34. Abercrombie, Erskine. **Vote:** Yes-6; No-0; Absent-1(Souza)
 Action on Item 13.2.34. Abercrombie, Kaur.
 Vote: Yes-4; No-2(Alexander, Hoffert); Absent-1(Souza)
- 13.1 Administrative & Business Services:**
- 13.1.1** Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
- 13.1.2** Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District
- 13.1.3** Authorize Associate Superintendent of Business Services to Enter into Agreement to Dispose of Damaged, Obsolete and Surplus Furniture, Computers, and Equipment through Disposal Service
- 13.2 Educational Services:**
- 13.2.1** Adopt the District Technology Plan Draft 2022-2027
 (Separate Cover Item)
- 13.2.2** Approve Agreement for Contract Services between TUSD and Hatching Results for the 2022-2023 School Year
- 13.2.3** Approve Agreement for Special Contract Services with Improve Your Tomorrow (IYT) College Academy for Earl E. Williams Middle School and West High School Students and Parents for the 2022-2023 School Year (Separate Cover Item)
- 13.2.4** Approve Agreement for Special Contract Services with Bootstrap to
- Pulled** Provide Professional Development to Support STEM Implementation
- 13.2.5** Approve Support Services for School Administrator Coaching
- 13.2.6** Approve Agreement for Special Contract Services with the Boys & Girls Club of Tracy to Provide Services to Central School during the 2022-2023 School Year
- 13.2.7** Approve Agreement for Special Contract Services with Sow A Seed Community Foundation to provide Group Counseling for Art Freiler School
- 13.2.8** Approve Agreement for Contract Services between IXL Learning, and George Kelly Elementary School to Provide IXL Learning Site license in ELA, Math, Science, and Social Studies for the 2022-2023 School Year
- 13.2.9** Approve Agreement for Buy Back and ERW Presenter Keri Greener (Solution Tree) to Present to the KES Staff on August 5, September 14, and October 12, 2022

- 13.2.10** Approve Agreement for Contract Services between Faith In Action Community Education Services and Kimball High School for the 2022-2023 School Year
- 13.2.11** Approve Agreement for Special Contract Services with Sow A Seed Community Foundation to Provide Intervention Services to Students at Kimball High School for the 2022-2023 School Year
- 13.2.12** Approve Overnight Travel for Kimball High School Yearbook Design Students to Attend the UOP Yearbook Camp in Stockton, CA July 19-21, 2022
- 13.2.13** Approve Agreement for Special Contract Services between the Boys & Girls Club of Tracy to Provide Services to Monte Vista Middle School for the 2022-2023 School Year
- 13.2.14** Approve Agreement for Special Contract Services between MobyMax Education, LLC and Monte Vista Middle School to Provide License Renewal for the MobyMax Virtual Intervention Program for the 2022-2023 School Year
- 13.2.15** Approve Agreement for Special Contract Services between Nearpod, Inc. and Monte Vista Middle School for the 2022-2023 School Year
- 13.2.16** Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to provide training for parents at Monte Vista Middle School during the 2022-2023 School Year
- 13.2.17** Approve Agreement for Contract Services between Boys & Girls Club of Tracy and North School for the 2022-2023 School Year
- 13.2.18** Approve Agreement for Special Contract Services between Parent Institute for Quality Education (PIQE) and North School for the 2022-2023 School Year
- 13.2.19** Revise Agreement for Contract Services with PE Central to read as Mark Manross Consulting to Provide Single Subject 9-12th Grade Physical Subject to Physical Education Teachers on Professional Development for the 2022-2023 School Year
- 13.2.20** Revise Agreement for Contract Services with PE Central to read as Mark Manross Consulting to Provide Single Subject K – 8th Grade Physical Subject to Physical Education Teachers on Professional Development for the 2022-2023 School Year
- 13.2.21** Approve Master Contract for Nonpublic Agency (NPA) 360 Degree Customer, Inc. for Speech, and Language Pathologists (SLP), Speech and Language Pathologist Assistants (SLPA), Occupational Therapists (OT), Special Education Teachers and an American Sign Language (ASL) Interpreter for the 2022-2023 School Year
(Separate Cover Item)
- 13.2.22** Approve Master Contract (MC) for Nonpublic, Nonsectarian School (NPS) services with Anova Center for Education for the 2022-2023 School Year (Separate Cover Item)
- 13.2.23** Approve Master Contract (MC) for Nonpublic Agency (NPA) ATX Learning for Special Education Teachers for the 2022-2023 School Year (Separate Cover Item)
- 13.2.24** Approve Master Contract (MC) for Creative Alternatives, NPS for the 2022-2023 School Year (Separate Cover Item)
- 13.2.25** Approve Master Contract (MC) for Nonpublic, Nonsectarian School Services with East Valley Education Center for 2022-2023

- (Separate Cover Item)
- 13.2.26** Approve Master Contract (MC) for Nonpublic, Nonsectarian School Services with Point Quest Education for 2022-2023 School Year (Separate Cover Item)
- 13.2.27** Approve Master Contract (MC) for Non-Public School, River Bend, for the 2022-2023 School Year (Separate Cover Item)
- 13.2.28** Approve Master Contract for Sierra Vista Child & Family Services (Kirk Baucher), NPS for the 2022-2023 School Year (Separate Cover Item)
- 13.2.29** Approve Master Contract (MC) for Nonpublic Agency (NPA) Speech Path Group (SPG) for Speech & Language Pathologist (SLP), Speech & Language Pathologist Assistant (SLPA), Occupational Therapists (OT), Special Education Teachers and an American Sign Language (ASL) Interpreter for the 2022-2023 School Year (Separate Cover Item)
- 13.2.30** Approve Master Contract for Stockton Educational Center (SEC) Non-Public School (NPS) for the 2022-2023 School Year (Separate Cover Item)
- 13.2.31** Approve Master Contract (MC) for Nonpublic, Nonsectarian Agency (NPA) Services with Therapeutic Pathways for 2022-2023 (Separate Cover Item)
- 13.2.32** Approve Master Contract (MC) with Valley Community Counseling for Licensed Marriage and Family Therapist for the 2022-2023 School Year (Separate Cover Item)
- 13.2.33** Approve Master Contract (MC) for Non-Public School, Victor RTC/North Valley, for the 2022-2023 School Year (Separate Cover Item) (Separate Cover Item)
- 13.2.34** Ratify Master Contract (MC) Dr. Jovan Jacobs, Consultant for April 1, 2022 through June 30, 2023 (Separate Cover Item)
- 13.2.35** Approve the Partnership Agreement with the Child Abuse Prevention Council of San Joaquin (CAPC) to Provide Infant and Child Care Services on the Stein/Duncan Russell Campus for 2022-2023
- 13.2.36** Approve Agreement for Special Contract Services between the Boys & Girls Club of Tracy to provide services to Villalovoz Elementary School for the 2022-2023 School Year
- 13.2.37** Approve Agreement for Special Contract Services with World of Wonders (W.O.W.) to provide STEM In-House Field Study Trips to Villalovoz students for the 2022-2023 School Year
- 13.2.38** Approve Agreement for Contract Services between Faith in Action Community Education Services and West High School and Williams Middle School for the 2022-2023 School Year
- 13.2.39** Approve Agreement for Contract Services between Faith In Action Community Education Services and West High School for the 2022-23 School Year
- 13.2.40** Approve Specialized Grant Funding for the 2022-2023 Agriculture Incentive Grant for West High School
- 13.2.41** Approve Agreement for Contract Services between Imagine Learning, and Williams Middle School to Provide License Imagine Learning MyPath Reading and Math site license for the 2022-2023 School Year

- 13.2.42 Approve Service Agreement for Special Contract Services between Parent Institute for Quality Education (PIQE) to provide training for Parents at Williams Middle School for the 2022-2023 School Year
- 13.2.43 Approve Purchase for Houghton Mifflin Harcourt for Williams Middle School to provide renewal student licenses for Williams Middle School for the 2022-2023 School Year
- 13.2.44 Approve Purchase for Scholastic Magazines for Williams Middle School to provide supplemental resources for Math, Science and ELA/ELD for the 2022-2023 School Year
- 13.2.45 Approve Purchase for SCUTA for Williams Middle School to Provide License for the 2022-2023 School Year
- 13.2.46 Approve Travel for two Art Freiler School Administrators and three Art Freiler School Teachers for AVID Summer Institute in San Francisco, California on July 18-20, 2022
- 13.2.47 Approve Agreement for Contract Services between Imagine Learning Inc., and North School to Provide License for MyPath Reading and Math Site License for the 2022/2023 School Year

13.3 Human Resources:

- 13.3.1 Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
- 13.3.2 Approve Classified, Certificated and/or Management Employment
- 13.3.3 Approve a Variable Term Waiver for Special Education Teacher - Added Authorization in Special Education (AASE); Autism Spectrum
- 13.3.4 Approve School Psychology and School Counselor Unpaid Fieldwork Agreement with CSU East Bay
- 13.3.5 Approve a Declaration for Provisional Internship Permits
- 13.3.6 Approve Variable Term Waivers for Multiple Subject Teacher(s)
- 13.3.7 Approve Employment of 2022 Summer School Staff

Action Items:

14.1 Administrative & Business Services:

- 14.1.1 Adopt the 2022-23 Annual School District Budget (Separate Cover Item)
Action: Abercrombie, Kaur. **Vote:** Yes-6; No-0; Absent-1(Souza)
- 14.1.2 Consider Claim No. 606806
Action: Rejected. Abercrombie, Kaur **Vote:** Yes-6; No-0; Absent-1(Souza)
- 14.1.3 Adopt Resolution No. 21-23 Committed Fund Balance
Action: Abercrombie, Erskine. **Vote:** Yes-6; No-0; Absent-1(Souza)
- 14.1.4 Adopt Resolution #21-22 Authorizing and Defining Names to Sign Orders on School District Funds
Action: Abercrombie, Kaur. **Vote:** Yes-6; No-0; Absent-1(Souza)

14.2 Educational Services:

- 14.2.1 Approve the Local Control Accountability Plan (LCAP) (Separate Cover Item)
Action: Abercrombie, Kaur. **Vote:** Yes-6; No-0; Absent-1(Souza)
- 14.2.2 Approve the Local Control Accountability Plan (LCAP) for Tracy Charter (Separate Cover Item)
Action: Abercrombie, Erskine. **Vote:** Yes-6; No-0; Absent-1(Souza)

- 14.2.3** Approve Adoption of Instructional Materials
Action: Abercrombie, Erskine. **Vote:** Yes-6; No-0; Absent-1(Souza)
- 14.2.4** Adopt Revised TITLE IX Board Policies & Administrative Regulations as Final (Separate Cover Item)
Action: Abercrombie, Erskine. **Vote:** Yes-6; No-; Absent-1(Souza)
- 14.2.5** Approve updated Board Policy and Administrative Regulation 5141.4 Child Abuse Prevention and Reporting (Second Reading) (Separate Cover Item)
Action: Abercrombie, Erskine. **Vote:** Yes-6; No-0; Absent-1(Souza)
- 14.2.6** Adopt Tracy Charter School Student Handbook for the 2022-23 School Year (Separate Cover Item)
Action: Abercrombie, Kaur. **Vote:** Yes-6; No-0; Absent-1(Souza)
- 14.2.7** Adopt Tracy Charter School Master Agreement for the 2022-2023 School Year
Action: Abercrombie, Erskine. **Vote:** Yes-6; No-0; Absent-1(Souza)

Board Reports:

Trustee Kaur thanked everyone for coming and thanked Dr. Stephens for his dedication and devotion to TUSD. At the time you took over we were not in the best fiscal shape, and you turned that around. They have always had respect for each other. Appreciates his hard work and straightforwardness. Trustee Abercrombie commented that it was a pleasure working with Dr. Stephens. He provided leadership and made the district financially sound. He appreciates that he worked with Dr. Pecot and knows he will do outstanding work. Congratulations on a well-earned retirement after 39 years. Trustee Blanco congratulated Dr. Stephens and hopes retirement treats you well. She thanked Dr. Alexander for inviting her to Juneteenth. She hopes everyone has a wonderful summer. Trustee Erskine congratulated Dr. Stephens and thanked him for his strong comments, they were very helpful. She also thanked the rest of the board and cabinet for a successful year. Trustee Hoffert spoke about the recent school shootings and how much it has affected him. He realizes that at graduation, there will be empty seats where those children who died in these shootings, should have been. They will miss out on many things. Trustee Alexander feels the same as Trustee Hoffert. He hopes it never happens in TUSD and that we have safety plans and the police to keep us safe. He wishes Dr. Stephens the best. He thinks TUSD and council will do some great things in the future.

Superintendent Report:

Dr. Stephens thanked everyone for their kind remarks. We have 1500 employees in the district, administrators, teachers and classified. It takes all of them to be successful. He has the title of superintendent, but no one is more important than anyone else. We are all in this together. He's appreciative of the 8 years he's been here and feels blessed to have worked here. He knows Dr. Pecot will take the district to new heights and that he will be outstanding.

Adjourn:

Clerk

Date

**Minutes of
Special Meeting of the Governing Board
For Tracy Unified School District
Held on Monday, July 25, 2022**

1. 4:06 pm. Call to Order and Pledge of Allegiance

2. Roll Call – Establish Quorum Board: S. Abercrombie, A. Alexander, A. Blanco, N. Erskine, S. Kaur, L. Souza
Absent: Z. Hoffert
Staff: R. Pecot, B. Etcheverry
Facilitator: Terilyn Finders

3. Workshop 3.1 Board Governance Workshop

Dr. Pecot introduced Ms. Terilyn Finders who facilitated the meeting. The board reviewed what they hoped to accomplish on the board of education during this challenging time. The board reviewed a draft copy of the Board Governance Handbook. They went over each section and added suggestions and/or deletions.

Some of the key points discussed included:

- The Board's role is to set direction for the district as prescribed by law
- Trustees shall be addressed by title and last name, ie. "Trustee Smith"
- Only the board as a whole has authority, no individual board member has authority
- Email questions to Rob, answers will be sent to full board without name of who asked
- If asking for a board report, it is important to be present for the presentation
- If there is an issue, do not tell the superintendent how to handle it, but give a heads up
- Supt's office will provide board with talking points, when necessary
- There's no need to call board about "routine" ambulance calls to sites
- Keep board informed by email of larger scale incidents
- Do not "reply all" to emails
- Email your questions to the superintendent prior to the board meeting
- Emails received from public requesting information: have them take it to the principal and then should be forwarded to Rob so he can follow up
- Closed session is confidential for the rest of your life, whether you are still a board member or not
- When visiting a site, do not offer an evaluative statement to staff or students
- Board would like a copy of Roberts Rules of Order
- Out of state training is ok, but first option is California
- Need to agree by Sept. 15 on how to evaluate the superintendent

Trustee Souza left the meeting at 4:51 p.m.
Trustee Souza returned to the meeting at 4:53 p.m.

Trustee Souza left the meeting at 5:39 p.m.
Trustee Souza returned to the meeting at 5:44 p.m.

A short break was taken at 6:28 p.m.
The meeting reconvened at 6:35 p.m.

Trustee Souza left the meeting at 6:36 p.m.
Trustee Souza returned to the meeting at 6:38 p.m.

4. Adjourn

7:28 p.m.

Clerk

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: July 27, 2022
SUBJECT: Receive Report on Updated Teacher Data Tables for the School Accountability Report Cards (SARCs) for Tracy Unified School District for the 2020-2021 School Year

BACKGROUND: Since November 1988, state law has required that schools receiving state funding to prepare and distribute a SARC. A similar requirement is also contained in the federal Elementary and Secondary Education Act (ESEA). Although there is great variation in the design of School Accountability Report Cards, they generally begin with a profile that provides background information about the school and its students. The profile usually summarizes the school's mission, goals, and accomplishments. State law requires that the SARC contain all the following: Demographic data, school safety, climate for learning information, academic data, school completion rates, class sizes, teacher and staff information, curriculum and instruction descriptions, postsecondary preparation information, fiscal and expenditure data. CDE finally released the Teaching Assignment Monitoring files for this year on June 30, 2022, so our SARC's will have the updated data and text provided by our district. Teacher data tables (i.e., Table 6-Teacher Preparation and Placement, Table 7-Teachers Without Credentials and Misassignments, Table 8-Credentialed Teachers Assigned Out-of-Field, and Table 9-Class Assignments) was uploaded electronically to Tracy Unified District's website on July 25, 2022.

RATIONALE: The purpose of the School Accountability Report Card is to provide parents and the community with important information about each school. A School Accountability Report Card can be an effective way for a school to report on its progress in achieving goals. The public may also use a School Accountability Report Card to evaluate and compare schools on a variety of indicators. School Accountability Report Cards must be updated annually and published by February 1. SARCS are posted on school websites, CDE and a hard copy can be requested at school sites. This meets Tracy Unified School District goal #3. Goal 3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and students.

FUNDING: No cost.

RECOMMENDATION: Receive Report on Updated Teacher Data Tables for the School Accountability Report Cards (SARCs) for Tracy Unified School District for the 2020-2021 School Year.

Prepared by: Dr. Zachary Boswell, Director of Curriculum and Accountability.



EDUCATIONAL SERVICES

MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: July 27, 2022
SUBJECT: Receive Report on Updated Teacher Data Tables for the School Accountability Report Cards (SARCs) for Tracy Independent Study Charter School for the 2020-2021 School Year

BACKGROUND: Since November 1988, state law has required that schools receiving state funding to prepare and distribute a SARC. A similar requirement is also contained in the federal Elementary and Secondary Education Act (ESEA). Although there is great variation in the design of School Accountability Report Cards, they generally begin with a profile that provides background information about the school and its students. The profile usually summarizes the school's mission, goals, and accomplishments. State law requires that the SARC contain all the following: Demographic data, school safety, climate for learning information, academic data, school completion rates, class sizes, teacher and staff information, curriculum and instruction descriptions, postsecondary preparation information, fiscal and expenditure data. CDE finally released the Teaching Assignment Monitoring files for this year on June 30, 2022, so our SARC's will have the updated data and text provided by our district. Teacher data tables (i.e., Table 6-Teacher Preparation and Placement, Table 7-Teachers Without Credentials and Misassignments, Table 8-Credentialed Teachers Assigned Out-of-Field, and Table 9-Class Assignments) was uploaded electronically to Tracy Unified District's website on July 25, 2022.

RATIONALE: The purpose of the School Accountability Report Card is to provide parents and the community with important information about each school. A SARC can be an effective way for a school to report on its progress in achieving goals. The public may also use a SARC to evaluate and compare schools on a variety of indicators. School Accountability Report Cards must be updated annually and published by February 1. SARCS are posted on school websites, CDE and a hard copy can be requested at school sites. This meets Tracy Unified School District goal #3. Goal 3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and students.

FUNDING: No cost.

RECOMMENDATION: Receive Report on Updated Teacher Data Tables for the School Accountability Report Cards (SARCs) for Tracy Independent Study Charter School for the 2020-2021 School Year.

Prepared by: Dr. Zachary Boswell, Director of Curriculum and Accountability and Principal of Tracy Independent Study Charter School.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: July 25, 2022
SUBJECT: Approve Accounts Payable Warrants (May & June 2022)

BACKGROUND: Each month the Financial Services Department submits summaries of warrants issued monthly to the Board of Trustees for review.

RATIONALE: The Board of Trustees is required by law to approve the total expenditures of the district. The Board has requested to review detailed backup for expenditures. This agenda item meets Strategic Goal #6 – Forming Partnerships.

FUNDING: N/A.

RECOMMENDATION: Approve Accounts Payable Warrants (May & June 2022).

Prepared by: S. Reed Call, Director of Financial Services.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: July 28, 2022
SUBJECT: Approve Entertainment, Assembly, Service, Business and Food Vendors

BACKGROUND: To be valid or to constitute an enforceable obligation against the district, education code 17604 requires all contracts must be approved and/or ratified by the board of trustees. This requirement is met in several different ways, depending on the value of the requisition, the types of services or materials being procured, and the advance notice staff has in procuring the services or materials.

RATIONALE: School site assemblies, services, business and food vendors require pre-approval to ensure three different documents are in place: an approved contract when applicable; a certificate of insurance; an endorsement letter naming the district an additional insured. In addition, all vendors are reviewed to ensure the content is appropriate for student audiences, and that conflicts do not occur with other school site or district events.

Board Approval Required Vendor Name	Insurance Expiration
The Brew Life Coffee Bar, LLC - Coffee Service. Suzi Quilici/Alyssa Robinson 209.346.6324; 209.740.9399; brewlifecoffeebar@gmail.com; https://www.brewlifecoffeebar.com No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	3/14/23
Tacos Del Valle - lunch catering Albert Patino 650.333.9335 valleytacos@yahoo.com No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	7/1/2023

The attached list of vendors have met all of the criteria to provide assemblies at TUSD sites, and their presentation has been deemed appropriate for TUSD students. This list will be updated as needed and presented to the board for approval.

FUNDING: Per attached summary of requisitions.

RECOMMENDATIONS: Approve Entertainment, Assembly, Service, Business and Food Vendors.

PREPARED BY: Michelle Sterritt, Facility Use Coordinator.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: July 25, 2022
SUBJECT: Approve Payroll Reports (May & June 2022)

BACKGROUND: Financial Services Department submits summaries of payroll warrants issued each month to the Board of Trustees for review.

RATIONALE: The Board of Trustees is required by law to approve the total expenditures of the district. The Board has requested to review detailed backup for expenditures. This agenda item meets Strategic Goal #7-Develop Powerful Educational Leaders.

FUNDING: N/A.

RECOMMENDATION: Approve Payroll Reports (May & June 2022).

Prepared by: S. Reed Call, Director of Financial Services.

Pay Date 05/10/2022

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund	01	SACS Object	Amount	
		1100	671,741.46	Teachers' Salaries
		1200	1,054.62	Cert Pupil Support Salaries
		1300	700.00	
		1900	686.73	Other Certificated Salaries
		2100	26,285.98	Instructional Aides' Salaries
		2200	189,610.96	Classified Support Salaries
		2300	1,011.12	
		2400	21,835.97	Clerical & Office Salaries
		2900	7,551.23	Other Classified Salaries
		Total Labor	920,478.07	
Fund	01	SACS Object	Amount	
		3101	83,828.29	STRS On 1000 Salaries
		3102	47.38	STRS On 2000 Salaries
		3201	873.57	PERS On 1000 Salaries
		3202	6,031.93	PERS On 2000 Salaries
		3301	11,706.90	
		3302	16,522.10	
		3501	3,371.25	State Unemploy On 1000 Salary
		3502	1,231.52	State Unemploy On 2000 Salary
		3601	11,547.34	Worker'S Comp Ins On 1000 Sal
		3602	4,218.46	Worker'S Comp Ins On 2000 Sal
		Total Contributions	139,378.74	
Fund	09	SACS Object	Amount	
		2400	1,065.82	Clerical & Office Salaries
		Total Labor	1,065.82	
Fund	09	SACS Object	Amount	
		3202	244.18	PERS On 2000 Salaries
		3302	81.53	
		3502	5.33	State Unemploy On 2000 Salary
		3602	18.26	Worker'S Comp Ins On 2000 Sal
		Total Contributions	349.30	
Fund	11	SACS Object	Amount	
		1100	18,437.75	Teachers' Salaries
		1200	1,054.62	Cert Pupil Support Salaries
		2100	1,046.99	Instructional Aides' Salaries
		2400	41.03	Clerical & Office Salaries
		Total Labor	20,580.39	
Fund	11	SACS Object	Amount	
		3101	2,463.94	STRS On 1000 Salaries
		3202	239.86	PERS On 2000 Salaries
		3301	282.65	
		3302	83.23	
		3501	195.45	State Unemploy On 1000 Salary
		3502	5.45	State Unemploy On 2000 Salary

3601	333.86	Worker'S Comp Ins On 1000 Sal
3602	18.63	Worker'S Comp Ins On 2000 Sal
Total Contributions	3,525.07	

Fund 12	SACS Object	Amount	
	1100	82.60	Teachers' Salaries
	2100	1,808.94	Instructional Aides' Salaries
	Total Labor	1,891.54	

Fund 12	SACS Object	Amount	
	3101	13.98	STRS On 1000 Salaries
	3202	53.92	PERS On 2000 Salaries
	3301	1.20	
	3302	66.61	
	3501	0.41	State Unemploy On 1000 Salary
	3502	9.05	State Unemploy On 2000 Salary
	3601	1.41	Worker'S Comp Ins On 1000 Sal
	3602	30.98	Worker'S Comp Ins On 2000 Sal
	Total Contributions	177.56	

Fund 13	SACS Object	Amount	
	2200	15,277.81	Classified Support Salaries
	Total Labor	15,277.81	

Fund 13	SACS Object	Amount	
	3202	1,498.23	PERS On 2000 Salaries
	3302	807.94	
	3502	76.35	State Unemploy On 2000 Salary
	3602	261.66	Worker'S Comp Ins On 2000 Sal
	Total Contributions	2,644.18	

Selection Grouped by Fund - Sorted by Object, (Org = 75)

Pay Date 05/31/2022

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund	01	SACS Object	Amount	
		1100	4,986,837.58	Teachers' Salaries
		1200	505,705.48	Cert Pupil Support Salaries
		1300	583,641.87	Cert Suprvsrs' & Admins' Sal
		1900	143,578.50	Other Certificated Salaries
		2100	451,655.45	Instructional Aides' Salaries
		2200	894,387.35	Classified Support Salaries
		2300	220,164.82	Class Suprvsrs' & Admins' Sal
		2400	547,401.86	Clerical & Office Salaries
		2900	42,081.48	Other Classified Salaries
		Total Labor	8,375,454.39	
Fund	01	SACS Object	Amount	
		3101	1,027,771.86	STRS On 1000 Salaries
		3102	8,996.43	STRS On 2000 Salaries
		3201	32,286.15	PERS On 1000 Salaries
		3202	468,020.51	PERS On 2000 Salaries
		3301	91,576.34	
		3302	153,847.39	
		3401	628,390.22	
		3402	300,181.60	
		3501	31,098.72	State Unemploy On 1000 Salary
		3502	10,767.45	State Unemploy On 2000 Salary
		3601	106,531.70	Worker'S Comp Ins On 1000 Sal
		3602	36,922.81	Worker'S Comp Ins On 2000 Sal
		3701	62,627.16	
		3702	33,183.17	
		Total Contributions	2,992,201.51	
Fund	09	SACS Object	Amount	
		1100	103,641.39	Teachers' Salaries
		1200	924.46	Cert Pupil Support Salaries
		1300	4,222.63	Cert Suprvsrs' & Admins' Sal
		2400	7,092.64	Clerical & Office Salaries
		Total Labor	115,881.12	
Fund	09	SACS Object	Amount	
		3101	18,407.04	STRS On 1000 Salaries
		3202	1,624.93	PERS On 2000 Salaries
		3301	1,481.83	
		3302	542.84	
		3401	8,591.05	
		3402	627.48	
		3501	543.95	State Unemploy On 1000 Salary
		3502	35.47	State Unemploy On 2000 Salary
		3601	1,863.30	Worker'S Comp Ins On 1000 Sal
		3602	121.49	Worker'S Comp Ins On 2000 Sal
		Total Contributions	33,839.38	
				17
Fund	11	SACS Object	Amount	

1100	11,599.20	Teachers' Salaries
1200	8,679.59	Cert Pupil Support Salaries
1300	11,520.83	Cert Suprvsrs' & Admins' Sal
2100	5,726.91	Instructional Aides' Salaries
2400	9,517.07	Clerical & Office Salaries
Total Labor	47,043.60	

Fund 11	SACS Object	Amount	
	3101	5,380.50	STRS On 1000 Salaries
	3202	3,492.43	PERS On 2000 Salaries
	3301	429.62	
	3302	1,110.48	
	3401	2,139.66	
	3402	2,463.25	
	3501	158.99	State Unemploy On 1000 Salary
	3502	76.25	State Unemploy On 2000 Salary
	3601	544.67	Worker'S Comp Ins On 1000 Sal
	3602	261.09	Worker'S Comp Ins On 2000 Sal
	Total Contributions	16,056.94	

Fund 12	SACS Object	Amount	
	1300	2,214.79	Cert Suprvsrs' & Admins' Sal
	2100	13,606.12	Instructional Aides' Salaries
	2300	1,884.26	Class Suprvsrs' & Admins' Sal
	2400	4,515.78	Clerical & Office Salaries
	Total Labor	22,220.95	

Fund 12	SACS Object	Amount	
	3101	374.74	STRS On 1000 Salaries
	3102	452.39	STRS On 2000 Salaries
	3202	3,087.87	PERS On 2000 Salaries
	3301	28.96	
	3302	1,160.62	
	3401	196.08	
	3402	1,481.33	
	3501	11.07	State Unemploy On 1000 Salary
	3502	100.01	State Unemploy On 2000 Salary
	3601	37.93	Worker'S Comp Ins On 1000 Sal
	3602	342.67	Worker'S Comp Ins On 2000 Sal
	Total Contributions	7,273.67	

Fund 13	SACS Object	Amount	
	2200	134,458.81	Classified Support Salaries
	2300	38,520.72	Class Suprvsrs' & Admins' Sal
	2400	18,877.81	Clerical & Office Salaries
	Total Labor	191,857.34	

Fund 13	SACS Object	Amount	
	3202	39,728.90	PERS On 2000 Salaries
	3302	13,536.82	
	3402	16,374.33	
	3502	959.28	State Unemploy On 2000 Salary
	3602	3,286.16	Worker'S Comp Ins On 2000 Sal
	Total Contributions	73,885.49	

Pay Date 06/10/2022

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund 01	SACS Object	Amount	
	1100	651,625.56	Teachers' Salaries
	1200	828.63	Cert Pupil Support Salaries
	1300	215.00	
	1900	114,639.81	Other Certificated Salaries
	2100	129,295.57	Instructional Aides' Salaries
	2200	171,679.70	Classified Support Salaries
	2300	8,439.95	
	2400	14,868.02	Clerical & Office Salaries
	2900	4,763.63	Other Classified Salaries
	Total Labor	1,096,355.87	
Fund 01	SACS Object	Amount	
	3101	88,697.66	STRS On 1000 Salaries
	3201	1,192.48	PERS On 1000 Salaries
	3202	8,610.51	PERS On 2000 Salaries
	3301	13,033.64	
	3302	19,079.77	
	3501	3,837.03	State Unemploy On 1000 Salary
	3502	1,645.27	State Unemploy On 2000 Salary
	3601	13,142.41	Worker'S Comp Ins On 1000 Sal
	3602	5,636.01	Worker'S Comp Ins On 2000 Sal
	Total Contributions	152,489.82	
Fund 09	SACS Object	Amount	
	1100	2,733.37	Teachers' Salaries
	2400	1,413.50	Clerical & Office Salaries
	Total Labor	4,146.87	
Fund 09	SACS Object	Amount	
	3101	353.36	STRS On 1000 Salaries
	3202	208.35	PERS On 2000 Salaries
	3301	48.67	
	3302	108.13	
	3501	13.65	State Unemploy On 1000 Salary
	3502	7.07	State Unemploy On 2000 Salary
	3601	46.82	Worker'S Comp Ins On 1000 Sal
	3602	24.21	Worker'S Comp Ins On 2000 Sal
	Total Contributions	810.26	
Fund 11	SACS Object	Amount	
	1100	13,087.79	Teachers' Salaries
	1200	828.63	Cert Pupil Support Salaries
	2100	658.83	Instructional Aides' Salaries
	2400	143.61	Clerical & Office Salaries
	Total Labor	14,718.86	
Fund 11	SACS Object	Amount	
	3101	1,786.95	STRS On 1000 Salaries
	3202	150.94	PERS On 2000 Salaries

3301	201.77	
3302	61.38	
3501	69.61	State Unemploy On 1000 Salary
3502	4.01	State Unemploy On 2000 Salary
3601	238.36	Worker'S Comp Ins On 1000 Sal
3602	13.74	Worker'S Comp Ins On 2000 Sal
Total Contributions	2,526.76	

Fund 12	SACS Object	Amount	
	1100	180.60	Teachers' Salaries
	2100	1,921.78	Instructional Aides' Salaries
	Total Labor	2,102.38	

Fund 12	SACS Object	Amount	
	3101	30.56	STRS On 1000 Salaries
	3102	39.98	STRS On 2000 Salaries
	3202	167.62	PERS On 2000 Salaries
	3301	2.62	
	3302	89.92	
	3501	0.90	State Unemploy On 1000 Salary
	3502	9.61	State Unemploy On 2000 Salary
	3601	3.09	Worker'S Comp Ins On 1000 Sal
	3602	32.90	Worker'S Comp Ins On 2000 Sal
	Total Contributions	377.20	

Fund 13	SACS Object	Amount	
	2200	13,090.41	Classified Support Salaries
	Total Labor	13,090.41	

Fund 13	SACS Object	Amount	
	3202	1,227.18	PERS On 2000 Salaries
	3302	697.94	
	3502	65.49	State Unemploy On 2000 Salary
	3602	224.23	Worker'S Comp Ins On 2000 Sal
	Total Contributions	2,214.84	

Selection Grouped by Fund - Sorted by Object, (Org = 75)

Pay Date 06/30/2022

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund	01	SACS Object	Amount	
		1100	4,944,643.99	Teachers' Salaries
		1200	479,269.92	Cert Pupil Support Salaries
		1300	595,738.79	Cert Suprvsrs' & Admins' Sal
		1900	142,898.64	Other Certificated Salaries
		1999	0.00	1000 Salary Payroll Errors
		2100	481,442.51	Instructional Aides' Salaries
		2200	900,369.72	Classified Support Salaries
		2300	219,964.82	Class Suprvsrs' & Admins' Sal
		2400	548,030.51	Clerical & Office Salaries
		2900	40,795.37	Other Classified Salaries
		Total Labor	8,353,154.27	
Fund	01	SACS Object	Amount	
		3101	1,018,780.90	STRS On 1000 Salaries
		3102	8,996.43	STRS On 2000 Salaries
		3201	32,298.29	PERS On 1000 Salaries
		3202	477,081.99	PERS On 2000 Salaries
		3301	90,767.48	
		3302	156,600.10	
		3401	626,372.43	
		3402	305,763.75	
		3501	30,812.62	State Unemploy On 1000 Salary
		3502	10,943.06	State Unemploy On 2000 Salary
		3601	105,551.80	Worker'S Comp Ins On 1000 Sal
		3602	37,520.74	Worker'S Comp Ins On 2000 Sal
		3701	62,331.49	
		3702	32,134.53	
		Total Contributions	2,995,955.61	
Fund	09	SACS Object	Amount	
		1100	103,100.24	Teachers' Salaries
		1200	21,416.85	Cert Pupil Support Salaries
		1300	4,222.63	Cert Suprvsrs' & Admins' Sal
		2400	7,092.64	Clerical & Office Salaries
		Total Labor	135,832.36	
Fund	09	SACS Object	Amount	
		3101	21,782.77	STRS On 1000 Salaries
		3202	1,624.93	PERS On 2000 Salaries
		3301	1,751.34	
		3302	542.84	
		3401	10,852.91	
		3402	627.48	
		3501	643.68	State Unemploy On 1000 Salary
		3502	35.47	State Unemploy On 2000 Salary
		3601	2,205.03	Worker'S Comp Ins On 1000 Sal
		3602	121.49	Worker'S Comp Ins On 2000 Sal
		Total Contributions	40,187.94	
			21	
Fund	11	SACS Object	Amount	

1100	11,599.20	Teachers' Salaries
1200	8,679.59	Cert Pupil Support Salaries
1300	11,520.83	Cert Suprvsrs' & Admins' Sal
2100	5,726.90	Instructional Aides' Salaries
2400	9,517.07	Clerical & Office Salaries
Total Labor	47,043.59	

Fund 11	SACS Object	Amount	
	3101	5,380.50	STRS On 1000 Salaries
	3202	3,492.43	PERS On 2000 Salaries
	3301	429.62	
	3302	1,110.48	
	3401	2,139.65	
	3402	2,463.22	
	3501	158.99	State Unemploy On 1000 Salary
	3502	76.25	State Unemploy On 2000 Salary
	3601	544.67	Worker'S Comp Ins On 1000 Sal
	3602	261.09	Worker'S Comp Ins On 2000 Sal
	Total Contributions	16,056.90	

Fund 12	SACS Object	Amount	
	1300	2,214.79	Cert Suprvsrs' & Admins' Sal
	2100	13,743.81	Instructional Aides' Salaries
	2300	1,884.26	Class Suprvsrs' & Admins' Sal
	2400	4,515.78	Clerical & Office Salaries
	Total Labor	22,358.64	

Fund 12	SACS Object	Amount	
	3101	374.74	STRS On 1000 Salaries
	3102	452.39	STRS On 2000 Salaries
	3202	3,087.87	PERS On 2000 Salaries
	3301	28.96	
	3302	1,164.55	
	3401	196.08	
	3402	1,481.27	
	3501	11.07	State Unemploy On 1000 Salary
	3502	100.70	State Unemploy On 2000 Salary
	3601	37.93	Worker'S Comp Ins On 1000 Sal
	3602	345.02	Worker'S Comp Ins On 2000 Sal
	Total Contributions	7,280.58	

Fund 13	SACS Object	Amount	
	2200	129,147.15	Classified Support Salaries
	2300	38,520.72	Class Suprvsrs' & Admins' Sal
	2400	18,112.97	Clerical & Office Salaries
	Total Labor	185,780.84	

Fund 13	SACS Object	Amount	
	3202	38,936.85	PERS On 2000 Salaries
	3302	13,075.64	
	3402	16,320.49	
	3502	928.90	State Unemploy On 2000 Salary
	3602	3,162.07	Worker'S Comp Ins On 2000 Sal
	Total Contributions	72,443.95	



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: July 25, 2022
SUBJECT: Approve Revolving Cash Fund Reports (May & June 2022)

BACKGROUND: Each month the Financial Services Department submits summaries of revolving cash fund checks issued monthly to the Board of Trustees for review.

RATIONALE: The Board of Trustees is required by law to approve the total expenditures of the district. The Board has requested to review detailed backup for expenditures. This agenda item meets Strategic Goal #6 – Forming Partnerships.

FUNDING: N/A.

RECOMMENDATION: Approve Revolving Cash Fund Reports (May & June 2022).

Prepared by: S. Reed Call, Director of Financial Services.

06/06/22

TUSD
REVOLVING CASH FUND
May 2022

Date	Num	Name	Memo	Paid Amount
05/02/2022	9826	KTK CO dba Crumbl	REQ22-02838 Invoice #1009 4/27/22	
			01-0000-0-1110-1000-4300-250-2323	-248.00
TOTAL				-248.00
05/03/2022	9827	LA QUINTA SAN LUIS OBISPO	Conference 5/6-7/2022 WHS Farmer & Hepner	
			01-3550-0-3800-1000-5200-700-2996	-440.24
TOTAL				-440.24
05/03/2022	9828	Taqueria Las Comadres	PO22-02738 Jacobson Elementary	
			01-0000-0-1110-1000-4300-250-2323	-688.52
TOTAL				-688.52
05/23/2022	9829	P & C Auto Wreckers	PO22-02774	
			01-0000-0-0000-8200-4300-840-9722	-178.61
TOTAL				-178.61
05/23/2022	9830	P & C Auto Wreckers	PO22-02775	
			01-0000-0-0000-8200-4300-840-9722	-936.36
TOTAL				-936.36
05/23/2022	9831	TOGO'S	PO22-00689 5/24/22 Board Meeting	
			01-0000-0-0000-7150-4300-810-1001	-90.00
TOTAL				-90.00
05/23/2022	9832	Taqueria La Mexicana	REQ22-02880 5/24/22	
			01-0000-0-1110-1000-4300-550-2323	-654.91
TOTAL				-654.91

07/05/22

TUSD
REVOLVING CASH FUND
June 2022

Date	Num	Name	Memo	Paid Amount
06/08/2022	9833	TOGO'S	PO22-00689	
			01-0000-0-0000-7150-4300-810-1001	-121.00
TOTAL				-121.00
06/17/2022	9834	San Joaquin Valley	CASE #: N22-0453; NOV # 49761; PERMIT # ...	
			PO22-00292 - 01-0000-0-0000-8200-5800-840-...	-45.00
			01-0723-0-1110-3600-5800-840-9702	-135.00
			01-0724-0-5750-3600-5800-840-9702	-270.00
TOTAL				-450.00



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: August 1, 2022
SUBJECT: **Ratify Routine Agreements, Expenditures and Notice of Completions
Which Meet the Criteria for Placement on the Consent Agenda**

BACKGROUND: To be valid or to constitute an enforceable obligation for or against the district, education code 17604 requires that all contracts must be approved and/or ratified by the board of trustees. This requirement is met in several different ways, depending on the value of the requisition, the types of services or materials being procured, the value of the fee, dedication, services or other requirements being offered to or by the District and the advance notice staff has in procuring the services or materials; or the timing required to negotiate the agreement on behalf of the District. Routine requisitions less than \$5,000 are ratified on the consent calendar when the board approves the warrants list. Except when specific exceptions are detailed in board policies and procedures, requisitions greater than \$15,000 are submitted as action items for board pre-approval. Also, Special Services and advice in financial, accounting, engineering, legal or administrative matters pursuant to Government Code 63060 meet the requirements.

Routine requisitions between \$5,000 and \$15,000, and requisitions greater than \$15,000 which meet specific criteria, may be ratified on the consent calendar by board approval of a summary list, more detailed than the warrants listing. This may also include ratification of "Notice of Completion" of construction projects.

RATIONALE: The attached summary of these requisitions with related support documentation details financial obligations greater than \$5,000 but which meet the criteria to be ratified in this format. The summary is organized alphabetically so that the project's back-up material is identified with the same letter in the lower left-hand corner.

FUNDING: Per attached summary of requisitions.

RECOMMENDATION: Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda.

Prepared by: Tania Salinas, Associate Superintendent for Business Services.

BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
AUGUST 9, 2022
SUMMARY OF SERVICES

A.	Vendor:	LeaseQuery, LLC
	Sites:	Finance Department
	Item:	Sales Order
	Services:	Software subscription needed to implement GASB 87 and GASB 96.
	Cost:	\$14,400.00, \$9,400.00 annually
	Project Funding:	General Fund

B.	Vendor:	San Joaquin County Office of Education
	Sites:	Freiler Elementary, Monte Vista Middle School, & Williams Middle School
	Item:	Agreement - Ratify
	Services:	SJCOE owns and operates the Sky Mountain Outdoor Education Center. The 2022-2023 science camp program includes meals, snacks, lodging, program supplies, and trained naturalists.
	Cost:	\$310.00 per student for a five-day week, \$210 per student for a three-day week.
	Project Funding:	School Fundraising

C.	Vendor:	San Joaquin County Office of Education
	Sites:	Special Education Department
	Item:	Memorandum of Understanding - Ratify
	Services:	Services to special education students who have been referred to the SJCOE community school program and have been determined to be appropriately placed based on the recommendation of the IEP team.
	Cost:	SJCOE will pay TUSD the adjusted SELPA revenue amount received per ADA for enrolled special education students.
	Project Funding:	N/A

D.	Vendor:	Cosco Fire Protection
	Sites:	District-wide
	Item:	Agreement - Ratify
	Services:	Conduct annual inspection of the fire sprinkler systems and fire hydrant systems per NFPA 25. Repair and service to sprinkler risers and hydrants based on deficiencies found during inspection.
	Cost:	< \$85,000.00
	Project Funding:	Environmental Compliance



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: August 9, 2022
SUBJECT: **Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District**

BACKGROUND: In order to assist the various school sites and departments in the District with the continued effort to enhance the educational, technological, health, and environmental needs of our students and staff, the following funds, materials, and/or equipment are to be considered for acceptance as donations:

West High School:

1. Tracy Unified School District/West High School: From Kristi Johansen and Ryan Bezeenek for the amount of \$500.00 (ck. #219). This donation will benefit West High School's football teams.

RATIONALE: Acceptance is recommended in order to meet the District's strategic goals and to enhance and benefit the educational experiences of the students of the Tracy Unified School District. This agenda item meets Strategic Goal #2 – Create a quality and effective learning environment for all students.

FUNDING: Sites and departments of the District will incur responsibilities and costs associated with (some) of the donations which include, but are not limited to, supplies, repairs, maintenance of equipment, disposal/recycling. All items accepted by the Board of Trustees of the Tracy Unified School District are directed to the District's warehouse through the Materials Management Department for inclusion on the inventory list, marking for distribution and identification prior to site or department use or placement. All items needing inspection prior to installation or use are scheduled through the Materials Management and Operations and/or the Facilities Developments and budgeted accordingly. All technology items are reviewed and approved by the Director of Information Services and Educational Technology, prior to Board presentation.

RECOMMENDATION: Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District.

Prepared by: Tania Salinas, Associate Superintendent for Business Services.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: July 26, 2022
SUBJECT: Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2022/23 School Year

BACKGROUND: The District recognizes the importance of having parent support/booster clubs that enhance and assist in furthering the educational opportunities of students. Community support organizations (CSO's) such as Parent Teacher Clubs, Parent Teacher Associations, Athletics Boosters, Band Boosters, Advisory Groups, and any other organizations approved by the Board, promote, encourage, and support the approved academic, co-curricular, and extra curricular activities of the district. The attached document reflects the current status of active School Connected Organizations for the current year. Those groups approved by prior Board Action are indicated as *Approved*. Those being submitted for current approval are indicated as *Recommended for Approval*. Those groups that have indicated an interest in approval, but have not yet met all approval requirements, are indicated as *Pending*. In addition to the status of *Approved*, *Recommended for Approval*, and *Pending*, each organization is marked as being either *Current* or *Revoked*. *Current* means the organization has submitted a current reconciled bank statement within the past two months and all other documentation is adequate. *Revoked* means the organization has failed to submit a current reconciled bank statement within the past two months, other documentation is inadequate, or some other condition exists for which additional compliance steps are required.

RATIONALE: Acceptance of this item indicates endorsement by the School Board of the current status of each recognized School Connected Organization or Booster Club in order to meet the District's strategic goal: strategic goal #5 – Continuously improve fiscal, facilities and operational processes.

FUNDING: There are no financial obligations associated with this agenda however sites and departments of the District may incur responsibilities and costs associated with donations made through the (CSO's) fundraising endeavors.

RECOMMENDATION: Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2022/23 School Year.

Prepared by: Jill Carter, Director of School Business Support Services & Purchasing.



2022/2023 School-Connected Organization Booster Clubs

Organization	Status	Current Reviewed Bank Statements
Freiler Staff Parent Association	<i>Recommended for Approval</i>	<i>Current</i>
George Kelly Parent Alliance	<i>Recommended for Approval</i>	<i>Current</i>
Hirsch PTO	<i>Recommended for Approval</i>	<i>Current</i>
John C. Kimball High PTSA	<i>Recommended for Approval</i>	<i>Current</i>
Kimball High Athletic Booster Club	<i>Recommended for Approval</i>	<i>Current</i>
North School Parent Club	<i>Recommended for Approval</i>	<i>Current</i>
Poet Christian PTSA	<i>Recommended for Approval</i>	<i>Current</i>
THS Bulldog Band Booster Club	<i>Recommended for Approval</i>	<i>Current</i>
THS Cheer/Dance Booster Club	<i>Recommended for Approval</i>	<i>Current</i>
THS Girls Basketball Booster Club	<i>Approved</i>	<i>Current</i>
THS Football Booster Club	<i>Recommended for Approval</i>	<i>Current</i>
THS Girls Volleyball Booster Club	<i>Recommended for Approval</i>	<i>Current</i>
THS Softball Booster Club	<i>Recommended for Approval</i>	<i>Current</i>
Villalovoz PFC	<i>Recommended for Approval</i>	<i>Current</i>
West High Music Booster Club	<i>Recommended for Approval</i>	<i>Current</i>
West High Science Booster Club	<i>Recommended for Approval</i>	<i>Current</i>



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: July 29, 2022
SUBJECT: Approve Agreement for Special Contract Services and Memorandum of Understanding with San Joaquin County Office of Education, Language and Literacy Department to Provide ELL/ELD Trainings to TUSD Teachers and Staff for the 2022-2023 School Year

BACKGROUND: Lesson Studies involve a group of individuals, of which all members have ownership in the lesson plan, are analyzing their own work, and revise the lesson. Based on their observations, data and reflections, and input from "knowledgeable others," teachers in the lesson study group revise the lesson. The lesson studies will target the area of language acquisition and literacy for students. The English Learner Strategies and Lesson Study Model promote English Language acquisition, academic achievement, and cross-cultural skills. Tied to the CA ELD standards, the model trains teachers to provide access to core curriculum using local district guidelines and curriculum.

RATIONALE: Beginning in the 2012-13 school year, approximately 200 Tracy Unified School District (TUSD) teachers PK-12th grade have been trained in and are using English Learner instructional strategies in their classrooms. This instructional model provides clear, practical strategies promoting positive, effective interactions among students and between teachers and students. The classroom-coaching model has proven to play an important role for teachers to better understand how to use the strategies and how to incorporate them into the curriculum in a meaningful manner. San Joaquin County Office of Education, Language and Literacy Department has agreed to provide lesson study cycles. This agenda item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: The cost for the coaching/trainings will be funded by Title III: Five (5) ELD Steering Committee days focusing on a continuum of Text Reconstruction at \$2,400 per day for a total of \$12,000.00; Six (6) days of EL Professional Learning focusing on ELA/ELD using StudySync at \$2,400.00 per day for a total of \$14,400.00; Five (5) days EL Master Plan support at \$1,200 per

day for a total of 6,000; 1.5 days Paraprofessional Institute @ \$2,400 per day for a total of \$3,600. All services not to exceed \$36,000.

RECOMMENDATION: Approve Agreement for Special Contract Services and Memorandum of Understanding with San Joaquin County Office of Education, Language and Literacy Department to Provide ELL/ELD Trainings to TUSD Teachers and Staff for the 2022-2023 School Year.

Prepared by: Jose Jimenez, District EL Program Coordinator.



MEMORANDUM OF UNDERSTANDING

San Joaquin County Office of Education and Tracy Unified School District (TUSD)

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE," and Tracy Unified School District, hereinafter referred to as "TUSD," is to provide professional learning and coaching for the 2022-23 school year.

The two parties, SJCOE and TUSD, mutually agree to the following terms and conditions for the 2022-2023 school year.

I. SCOPE OF WORK

- a. SJCOE Language & Literacy Department will provide the following district professional learning and coaching:
 - 5 EL Steering Committee days focusing on a continuum of Text Reconstruction @ \$2,400 per day for a total amount of \$12,000
 - 6 days of EL professional learning focusing on ELA/ELD using StudySync @ \$2,400 per day for a total amount of \$14,400
 - 5 days EL Master Plan support @ \$1,200 per day for a total of \$6,000
 - 1.5 days Paraprofessional Institute @ \$2,400 per day for a total of \$3,600

II. TERMS OF AGREEMENT

- a. This agreement will be in effect from July 1, 2022 – June 30, 2023.

III. COMPENSATION

- a. Professional learning costs (which include preparation, travel, and materials).
 - i. TUSD will pay SJCOE in the amount of \$36,000 within thirty (30) days of receipt of the invoice from SJCOE.

IV. CHANGES TO THE MEMORANDUM

- a. Changes regarding the dates of provision or the scope and/or nature of these services must be made by mutual agreement.

V. CERTIFICATION OF NON-EMPLOYEE STATUS:

- a. SJCOE certifies that at all times SJCOE is acting as an independent contractor and not as employee of Tracy Unified School District. Tracy Unified School District agrees to indemnify and hold harmless the County Superintendent, Board of Education, officers, agents, and employees of SJCOE against any and all claims, which may result from this agreement.



SAN JOAQUIN COUNTY OFFICE OF EDUCATION
Troy A. Brown, Ed.D., County Superintendent of Schools

P.O. Box 213030
Stockton, CA 95213-9030
(209) 468-4800
www.sjcoe.org

- b. San Joaquin County Office of Education agrees to make no claim against Tracy Unified School District for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits or any other benefits usually provided to employees and expressly agrees that SJCOE is not entitled to any such benefits.

Are you, any of your employees a sub-contractor of CalSTRS or CalPERS retiree?	Yes	No
If yes, are they paid through a payroll system that reports to both CalSTRS and CalPERS?	Yes	No

VI. SIGNATURES OF AUTHORIZED REPRESENTATIVES

San Joaquin County Office of Education

Tracy Unified School District

Karin Linn-Nieves
Karin Linn-Nieves, Director

Name, Title

5/17/22
Date

Date

Warren Sun
Warren Sun, Div. Director of Operations
5/17/22
Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: July 11, 2022
SUBJECT: Approve the Spring 2022 Consolidated Application
For Funding (Con App) for the Tracy Unified School District

BACKGROUND: Each year, the District is required to submit to the State Department of Education, a Consolidated Application for Funding of Categorical Aid Programs. These programs include both Federal and State-funded programs. Federally-funded programs include Title I (Economically Disadvantaged Students), Title II (Professional Development), Title III (English Language Learners). The Spring 2022 Consolidated Application indicates the District's desire to participate in these programs, abide by their guidelines, and establish site eligibility for Title I participation. Individual School Plans for Student Achievement (SPSAs) containing specific goals, programs, and budgets are submitted to the School Board each year as part of this approval process.

RATIONALE: State law requires local Governing Board approval of the Consolidated Application For Funding. This agenda item supports District Strategic Goal 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; District Strategic Goal 2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: There is no cost to the District. However, approval of the Con App guarantees State and Federal Funds continue to be granted to the District.

RECOMMENDATION: Approve the Spring 2022 Consolidated Application for Funding (Con App) for the Tracy Unified School District.

Prepared by: Mary Petty, Director of Continuous Improvement, State and Federal Programs.

2022–23 Application for Funding**CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297**Local Governing Board Approval**

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year	No
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District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year	Yes
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Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111 et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	Yes
Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Assoc Supt of Ed Services
DATE: June 26, 2022
RE: **Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Art Freiler School during the 2022-23 School Year**

BACKGROUND: Parent Institute for Quality Education (PIQE) is an organization committed to connection families, schools, and community as partners to advance the education of every child through parent engagement. Their vision is to create a community in which parents and educators collaborate to transform every child's educational environment, both at home and at school, so that children can achieve their greatest academic potential.

RATIONALE: The focus of PIQE is to encourage and support low-income, ethnically diverse parents of K-12 school children to take a participatory role in their children's education. Providing PIQE at Art Freiler School will support site efforts to encourage parents to participate in school activities and provide programs to develop a positive, supportive relationship with the school, home, and community and to facilitate a partnership to support student achievement. This supports the District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The District shall pay a flat fee of \$12,500 for the signature program in English and Spanish.

RECOMMENDATION: Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Art Freiler School during the 2022-2023 School Year.

Prepared by: Stephen Theall, Principal, Art Freiler School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Parent Institute For Quality Education, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide a parent training course for the parents and students enrolled at Art Freiler School. The training is designed to develop skills and techniques which will enable parents to address the educational needs of their school-age children.

Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in this paragraph (1) AND OR [the attached hereto and incorporated herein by this reference as Exhibit "A".] This Agreement and its exhibits shall be known as the "Agreement Documents." Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full therein. In the event of conflict between terms contained in these Agreement Documents, the more specific term shall control. If any portion of the Agreement Documents shall be in conflict with any other portion, provisions contained in the Agreement shall govern over conflicting provisions contained in the exhibits to the Agreement.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 8 () [] HOURS [x] DAYS, under the terms of this agreement at the following location Zoom/Art Freiler School.

3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:

- a. District shall pay \$ 12,500.00 per [] HOUR [] DAY [x] FLAT RATE, not to exceed a total of \$ 12,500.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [x] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [x] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on September 27, 2022, and shall terminate on November 29, 2022.

5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination ~~covered~~ by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Stephen Theall, at (209) 830-3309 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [☐] WILL [☒] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm or corporation, caused by act, neglect, default or omission of Contractor, or any person, firm or corporation directly or indirectly employed by Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of their term of this Agreement, and Contractor at his or her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, and pay or satisfy any judgment that may be rendered against District in any such action, suit or legal proceedings or the result thereof. Nothing herein provided shall be construed to require Contractor to hold harmless or indemnify District for liability or damages resulting from the negligence or willful act or omission of District or its officers, agents or employees.

9. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor. None of the services covered by this Agreement shall be subcontracted without the prior written consent of the District, which will not be unreasonably withheld. Contractor shall be as fully responsible to the District for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly

employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

10. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer. Contractor covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.
11. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.
12. Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.
13. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.
14. Contractor shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to the Contractor.

AGREED:

Contractor Signature	Title
33-0259359	
IRS Identification Number	
Parent Insitute For Quality Education	
Title	
3641 Mitchell Rd., Ste. H	
Address	
Ceres, CA 95307	

Tracy Unified School District
Date
Account Number to be Charged
Department/Site Approval
Budget Approval



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: July 29, 2022
SUBJECT: **Approve Agreement for Contract Services between Community Medical Center and Special Education for the 2022-2023 School Year**

BACKGROUND: Tracy Unified School District (TUSD) provides mental health services to all students who may be experiencing mental health challenges posing barriers to their academic performance and overall well-being. Social and emotional interventions in the school setting are necessary for students to access in order to be academically successful.

RATIONALE: Social and emotional interventions are a part of the multi-tiered system of supports, which TUSD uses as a framework to navigate student success. Tier 2 and 3 interventions are targeted and intensive behavioral health services for students who are struggling to meet academic, attendance, and/or behavioral standards within a school setting. TUSD will contract with Community Medical Center to provide school-based mental health counseling to students with Special Needs who are eligible for Mental Health Services per their Individual Education Plan.

FUNDING: The total cost for Community Medical Center services will not exceed \$17,500.

RECOMMENDATION: Approve Agreement for Contract Services between Community Medical Center and Special Education for the 2022-2023 School Year.

Prepared by: Julie Ramirez, Administrator, Special Education

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Community Medical Centers, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide schoolbased mental health services during the 2022-23 school year to students with Special Needs who qualify for Educationally Related Mental Health Services per their Individual Education Plan.
Submit a monthly Mental Health Referral Log and Student Logs with monthly invoices per school site.
Providers must be Marriage Family Therapist (MFT) or Master of Social Work (MSW), Licensed Clinical Social Worker (LCSW) or Licensed Marriage Family Therapist (LMFT); or a registered Associate with the Board of Behavioral Sciences (BBS).

Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in this paragraph (1) AND OR [the attached hereto and incorporated herein by this reference as Exhibit "A".] This Agreement and its exhibits shall be known as the "Agreement Documents." Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full therein. In the event of conflict between terms contained in these Agreement Documents, the more specific term shall control. If any portion of the Agreement Documents shall be in conflict with any other portion, provisions contained in the Agreement shall govern over conflicting provisions contained in the exhibits to the Agreement.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 250 () [X] HOURS [] DAYS, under the terms of this agreement at the following location see above.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 70 per [X] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$ 17,500. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
 - c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 9, 2022, and shall terminate on June 30, 2023.

5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination ~~delivered~~ by certified mail, return receipt requested

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Sean Brown, at (209) 830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☒ **WILL** ☐ **WILL NOT** have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm or corporation, caused by act, neglect, default or omission of Contractor, or any person, firm or corporation directly or indirectly employed by Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of their term of this Agreement, and Contractor at his or her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, and pay or satisfy any judgment that may be rendered against District in any such action, suit or legal proceedings or the result thereof. Nothing herein provided shall be construed to require Contractor to hold harmless or indemnify District for liability or damages resulting from the negligence or willful act or omission of District or its officers, agents or employees.

9. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor. None of the services covered by this Agreement shall be subcontracted without the prior written consent of the District, which will not be unreasonably withheld. Contractor shall be as fully responsible to the District for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly

employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

10. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer. Contractor covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.
11. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.
12. Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.
13. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.
14. Contractor shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to the Contractor.

AGREED:

Contractor Signature _____ Title _____

IRS Identification Number _____

Title _____

Address _____

Tracy Unified School District _____

Date _____

Account Number to be Charged _____

Department/Site Approval _____

Budget Approval _____



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: July 20, 2022
SUBJECT: **Approve Master Contract for Specialized Education of California (Sierra School), NPS for the 2022-2023 School Year**

BACKGROUND: Board approval is requested to contract with Non-Public School (NPS) placement of Special Education students at Specialized Education of California (Sierra School). The District's Special Education administration would like to contract with Specialized Education of California (Sierra School) for the 2022-2023 school year to provide placement pursuant to students and their IEP. Approval is necessary to remain compliant with the IEP.

RATIONALE: Districts must offer a continuum of services including, when necessary, placement at Non-Public schools. This agenda request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Expenses for this contract will not exceed \$340,000.00. Special Education contract expenses are funded through 602 funding for Special education, budgeted in account 01-6500-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Master Contract for Specialized Education of California (Sierra School), NPS for the 2022-2023 School Year.

Prepared by: Sean Brown, Director of Special Education.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: August 9, 2022
SUBJECT: Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Merrill F. West High School during the 2022-2023 School Year

BACKGROUND: Parent Institute for Quality Education (PIQE) is an organization committed to connecting families, schools, and community as partners to advance the education of every child through parent engagement. Their vision is to create a community in which parents and educators collaborate to transform every child's educational environment, both at home and at school, so that children can achieve their greatest academic potential.

RATIONALE: The focus of PIQE is to encourage and support low-income, ethnically diverse parents of K-12 school children to take a participatory role in their children's education. Providing PIQE at Merrill F. West High School will support site efforts to encourage parents to participate in school activities and provide programs to develop a positive, supportive relationship with the school, home, and community and to facilitate a partnership to support student achievement. This supports the District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and District Strategic Goal #3: Apply fiscal, operational, and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The District shall pay a flat fee of \$12,500 for the signature program in English and Spanish. The funding source will come from the Expanded Learning Opportunity Grant.

RECOMMENDATION: Approve agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Merrill F. West High School during the 2022-2023 School Year.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Parent Institute for Quality Education, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide a Parent Training Course for the parents and students enrolled at Merrill F. West High School. The training is designed to develop skills and techniques which will enable parents to address the educational needs of their school-age children.

Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in this paragraph (1) AND OR [the attached hereto and incorporated herein by this reference as Exhibit "A".] This Agreement and its exhibits shall be known as the "Agreement Documents." Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full therein. In the event of conflict between terms contained in these Agreement Documents, the more specific term shall control. If any portion of the Agreement Documents shall be in conflict with any other portion, provisions contained in the Agreement shall govern over conflicting provisions contained in the exhibits to the Agreement.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 8 () [] HOURS [x] DAYS, under the terms of this agreement at the following location Merrill F. West High School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 12,500 per [] HOUR [] DAY [x] FLAT RATE, not to exceed a total of \$ _____. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [x] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS [x] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on September 1, 2022, and shall terminate on October 20, 2022.
5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination 47 delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Annabelle Lee, at (209) 830-3370 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☐ WILL ☒ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:


Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm or corporation, caused by act, neglect, default or omission of Contractor, or any person, firm or corporation directly or indirectly employed by Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of their term of this Agreement, and Contractor at his or her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, and pay or satisfy any judgment that may be rendered against District in any such action, suit or legal proceedings or the result thereof. Nothing herein provided shall be construed to require Contractor to hold harmless or indemnify District for liability or damages resulting from the negligence or willful act or omission of District or its officers, agents or employees.

9. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor. None of the services covered by this Agreement shall be subcontracted without the prior written consent of the District, which will not be unreasonably withheld. Contractor shall be as fully responsible to the District for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly

employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

10. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer. Contractor covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.
11. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.
12. Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.
13. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.
14. Contractor shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to the Contractor.

AGREED:


Contractor Signature
33-0259359
IRS Identification Number
Executive Director
Title
3641 Mitchell Rd. Ste. H
Address
Ceres CA 95307
209-238-9496

Tracy Unified School District
Date
Account Number to be Charged
Department/Site Approval
Budget Approval
Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: August 9, 2022
SUBJECT: Approve Agreement for Special Contract Services between Houghton Mifflin Harcourt and Monte Vista Middle School during the 2022-2023 School Year

BACKGROUND: Monte Vista Middle School has an abundance of students reading below grade level. In 2017, we piloted Read 180 as a stand-alone literacy program. Our data shows the program raises literacy rates for our student participants. Read 180 also creates a positive relationship between students and literature.

RATIONALE: Read 180 is a literacy intervention program supported by the State Board of Education. Students participating in this program enroll in this class as their elective. Students remain in the program until they reach the correct Lexile level for their grade level or by meeting goals specific in an IEP. Upon reaching their goal, students exit the program and select another elective. This aligns with Goal #1: Prepare all students for college and career and ensure all students meet grade level standards with a focus on closing the achievement gap.

FUNDING: ESSER III Funding will cover license fees, subscriptions, and texts at \$24,025.

RECOMMENDATION: Approve Agreement for Special Contract Services between Houghton Mifflin Harcourt and Monte Vista Middle School for the 2022-2023 School Year.

Prepared by: Dr. Barbara Silver, Monte Vista Middle School Principal.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Houghton Mifflin Harcourt Publishing Company, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties:
 - 1. Read 180 technical services. Renew literacy intervention program for 120 licenses; Hosting services for renewal period: 8/8/22-8/7/23; Annual Reading Counts Subscription = \$480.00
 - 2. Real Books (texts billed separately) 100 at \$32.65 = \$3265.00
 - 3. License Subscription Fees \$20,280.00

Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in this paragraph (1) AND OR [the attached hereto and incorporated herein by this reference as Exhibit "A".] This Agreement and its exhibits shall be known as the "Agreement Documents." Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full therein. In the event of conflict between terms contained in these Agreement Documents, the more specific term shall control. If any portion of the Agreement Documents shall be in conflict with any other portion, provisions contained in the Agreement shall govern over conflicting provisions contained in the exhibits to the Agreement.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 365 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Monte Vista Middle School.

3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:

- a. District shall pay \$24,025 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$24,025. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on 8/8/22, and shall terminate on 8/7/23.

5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Barbara Silver, at (209) 830-3340 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [☐] WILL [☒] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm or corporation, caused by act, neglect, default or omission of Contractor, or any person, firm or corporation directly or indirectly employed by Contractor upon or in connection with this Agreement, or any of the participants arising out of or in the course of their term of this Agreement, and Contractor at his or her own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings that may be instituted against District for any such claim or demand, and pay or satisfy any judgment that may be rendered against District in any such action, suit or legal proceedings or the result thereof. Nothing herein provided shall be construed to require Contractor to hold harmless or indemnify District for liability or damages resulting from the negligence or willful act or omission of District or its officers, agents or employees.

9. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor. None of the services covered by this Agreement shall be subcontracted without the prior written consent of the District, which will not be unreasonably withheld. Contractor shall be as fully responsible to the District for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly

employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

10. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer. Contractor covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.
11. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.
12. Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.
13. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.
14. Contractor shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to the Contractor.

AGREED:

Lisa A. Jacobson

Digitally signed by Lisa A. Jacobson
DN: cn=Lisa A. Jacobson, o=Houghton Mifflin Harcourt Publishing Company
c=US, email=jacobson.lisa@harcourt.com, c=US
Date: 2022.06.22 18:06:14 -0400

Contractor Signature

Title

Tracy Unified School District

IRS Identification Number

04-1456030

Date

Title

Account Number to be Charged

Lisa Jacobson, Sr Director Bids and Contracts

Department/Site Approval

Address

125 High Street

Budget Approval

Boston, MA 02110

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: July 20, 2022
SUBJECT: **Approve Master Contract for Summa Academy, NPS for the 2022-2023 School Year**

BACKGROUND: Board approval is requested to contract with Non-Public School (NPS) placement of Special Education students at Summa Academy. The District's Special Education administration would like to contract with Summa Academy for the 2022-2023 school year and ESY for 2023. Approval is necessary to remain compliant with the IEP.

RATIONALE: Districts must offer a continuum of services including, when necessary, placement at Non-Public schools. This agenda request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Expenses for this contract will not exceed \$81,930.00. Special Education contract expenses and related services are funded through 602 funding for Special education, budgeted in account 01-6500-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Master Contract for Summa Academy, NPS for the 2022-2023 School Year.

Prepared by: Sean Brown, Director of Special Education.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: July 20, 2022
SUBJECT: Approve Master Contract (MC) for Nonpublic, Nonsectarian School Services with Mountain Valley Academy for the 2022-2023 School Year

BACKGROUND: Board approval is requested to contract for Non-Public School (NPS) placement of one special education student at Mountain Valley Academy. The District's Special Education administration would like to contract with Mountain Valley Academy for the 2022-2023 school year to provide placement pursuant to students IEP (Individual Education Program). Approval is necessary to remain compliant with the IEP.

RATIONALE: Districts must offer a continuum of services including, when necessary, placement at Non-Public schools. This agenda request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Expenses for this contract will not exceed \$38,160.00. Special Education contract expenses are funded through 602 funding for Special education, budgeted in account 01-6500-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Master Contract (MC) for Nonpublic, Nonsectarian School Services with Mountain Valley Academy for the 2022-2023 School Year.

Prepared by: Sean Brown, Director of Special Education



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: July 6, 2022
SUBJECT: Receive Update on Quarterly Williams Complaint Report for the Quarter ending July 15, 2022

BACKGROUND: Pursuant to the Williams Settlement and California *Education Code* Section 35186, every school must provide 1) sufficient textbooks and instructional materials, 2) school facilities that are clean, safe, and maintained in good repair, and 3) a properly credentialed teacher for every classroom. Education Code, EC 35186(d), requires that school districts shall report summarized data on the nature and resolution of all Williams Uniform Complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records. There were no complaints filed under the Williams settlements during the April 15, 2022 – July 15, 2022, reporting period.

RATIONALE: The quarterly report for the period of April 15, 2022, through July 15, 2022, has been submitted to the San Joaquin County Office of Education and must be reported to the local school board. The report summarizes the complaints received through the Williams Uniform Complaint process as well as the resolution of each of those complaints. This report supports Strategic District Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and Strategic District Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: No cost.

RECOMMENDATION: Receive Update on Quarterly Williams Complaint Report for the Quarter ending July 15, 2022.

Prepared by: Zachary Boswell, Ed. D. Director of Curriculum and Accountability.

San Joaquin County Office of Education
Valenzuela/CAHSEE Lawsuit Settlement
Quarterly Report on *Williams* Uniform Complaints
 [Education Code § 35186(d)]

District: Tracy Unified School District

Person completing this form: Zachary Boswell, Ed. D. Title: Director of Curriculum and Accountability

Quarterly Report Submission Date:
 (check one) ☐ January 15, 2022
☐ April 15, 2022
☒ July 15, 2022
☐ October 15, 2022

Date for information to be reported publicly at governing board meeting: August 9, 2022

Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
TOTALS	0	0	0

Dr. Rob Pecot
 Print Name of District Superintendent


 Signature of District Superintendent

7/6/22
 Date



HUMAN RESOURCES MEMORANDUM

TO: Rob Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: July 29, 2022
SUBJECT: Approve Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employees.

BACKGROUND:

**MANAGEMENT/CLASSIFIED
CONFIDENTIAL RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Etcheverry, Bobbie Secretary to Superintendent	DEC	7/24/22	Accepted Communication Specialist position
Munoz, Audra Counselor	THS	6/30/22	Accepted the Head Counselor

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Backster, Julie Mathematics	WHS	7/1/2022	Personal
Baumann, Frank 3 rd grade	McKinley	6/30/2022	Accepted Teacher Teacher Librarian Position
Bowman, Amanda Physical Education	THS	7/26/2202	Accepted Assistant Principal position at South/West Park

Garcia, Vanessa 5 th grade Bilingual	SWP	6/30/2022	Accepted Teacher Teacher Librarian Position
Herrera, Alejandra 2 nd Grade Bilingual	SWP	6/30/2022	Accepted Teacher Teacher Librarian Position
Hodge, Aunrae Special Education 4/5 SDC	Central	6/30/2022	Personal
Perez, Brian Physical Education	MVMS	6/30/2022	Personal
Sisk, Catarina Social Science	THS	6/30/2022	Personal

BACKGROUND:

CERTIFICATED RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE</u>	<u>REASON</u>
Kathleen, Teixeira Mathematics	THS	07/30/2022	Retirement

BACKGROUND:

CLASSIFIED RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Campa, Pam K-8 Library Technician	Villalovoz	8/8/2022	Retirement
Pereira, Victoria Payroll Technician	Finance	11/1/2022	Retirement
Riddle, Renee K-8 Library Technician	Kelly	9/1/2022	Retirement

BACKGROUND:

CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Alfaro, Carmen Para Educator II	Central	8/3/2022	Personal

Barnes, Alicia School Supervision Assistant	Villalovez	7/21/2022	Accepted Elementary Attendance Clerk position
Bravo, Llanet Food Service Worker	North	8/4/2022	Accepted a FSW II position
Chartier, Devin Para Educator II	Stein	8/1/2022	Personal
Daniel, Michelle Purchasing Specialist	School Business Support & Purchasing	8/3/2022	Accepted Director
De Lara Torres, Beatrice Para Educator II	Jacobson	5/27/2022	Personal
Franco, Claudia Food Service Worker Hours	North	8/4/2022	Accepted Sped Para Position with more
Galli, Nicole Clerk Typist I	DEC	6/16/2022	Accepted Personnel Technician position
Garcia, Kerri Special Ed Para	Monte Vista	7/15/2022	Personal
Gomez, Maira Para Educator I	Hirsch	8/4/2022	Accepted Para Position with more hours
Hartenstein, Deborah Student Body Bookkeeper/ Health Clerk	Tracy High	7/29/2022	Accepted School Business Manager position
Hurt, Deborah Para Educator I	Villalovez	8/4/2022	Accepted Para Positions with more Hours
Jett, Andrea IEP Para Educator	McKinley	8/4/2022	Accepted Para Position at Freiler
Mangrich, Felicia Food Service Worker	North	7/22/2022	Personal
Manuel, Chelsea IEP Para Educator	Kimball	5/28/2022	Personal
McMath, Ana Special Ed Para	McKinley	7/11/2022	Personal
Meenakshi, Kalia Para Educator I	Tracy High	8/4/2022	Accepted Para Position with more Hours

Meyers, Elissa Special Ed Para I	McKinley	8/4/2022	Accepted Sped Para Position with more Hours
Mounger, Jennifer Para Educator I	Poet	6/1/2022	Personal
Nisbet, Michelle Clerk Typist I	Freiler	7/21/2022	Accepted Elementary Attendance Clerk position
Plascencia, Efigenia School Supervision Assistant	SWP	8/4/2022	Accepted a Food Worker position
Rosales, Guadalupe Para Educator I	McKinley	8/4/2022	Accepted Para Position with more Hours
Sanchez, Rosa Para Educator I	Bohn	8/4/2022	Accepted Para Position with more Hours
Shelton, Courtney Para Educator I	Bohn	7/12/2022	Accepted a Teaching Position
Slagle, Antonette Special Ed Para I	Freiler	7/7/2022	Personal
Toon, Matthew Para Educator I	Monte Vista	7/25/2022	Personal
Thomas, Troy Utility Person III	MOT	7/27/2022	Personal
Thomas, Troy Utility Person III	MOT	7/27/2022	Personal
Zuniga, Esmeralda Bilingual Para Educator	West High	7/29/2022	Personal

RECOMMENDATION: Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment.

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Rob Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: July 29, 2022
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

MANAGEMENT/CLASSIFIED CONFIDENTIAL

Almaraz, Jessica

North School
Counselor (New)
LMP, Class 5, Step C \$86,812.00
Fund: ESSER II

Bowman, Amanda

South/West Park Elementary
Assistant Principal (Replacement)
LME, Class 51 Step D \$124,460.00
Funds: General

Canelo, Rosa Linda

Human Resources Clerk (Replacement)
DEC
8 hours per day
Range LMH 7, Step E - \$31.37 per hour
Fund: General Fund

Daniel, Michelle

Director of School Business Support & Purchasing
(Replacement)
School Business Support & Purchasing
8 hours per day
Range 38 LME, Step A - \$451.82 per day
Fund: General Fund

Etcheverry, Bobbie	<p>Communication Specialist (New) Superintendent's Office/DEC 8 hours per day Range 25 LME, Step E - \$432.66 per day Fund: General Fund</p>
Galli, Nicole	<p>Personnel Tech (New) DEC 8 hours per day Range LMH 10, Step C - \$29.87 per hour Fund: General Fund</p>
Garcia, Savanah	<p>District Wide School Psychologist (New) LMP Class 8, Step A \$86,071.00 Funds: 80 % Special Education and 20% Mental Health Services</p>
Hallen, Ashley	<p>Tracy High School Counselor (Replacement) LMP Class 7, Step A \$82,274.00 Fund: General</p>
Hartenstein, Deborah	<p>School Site Business Manager (Replacement) Tracy High 8 hours per day Range 15 LMH, Step E - \$37.60 per hour Fund: General Fund</p>
Munoz, Audra	<p>Tracy High School Head Counselor LMP, Class 11, Step H \$121,899.00 Fund: General</p>
Murman, Heather	<p>District Wide Speech Language Pathologist (New) LMP, Class 8, Step A \$86,494.00 Funds: Special Education</p>
Nott, Jacquelyn	<p>Bohn Elementary Principal (Replacement) LME Class 54 Step A \$116,898.00 Fund: General</p>
Odom, Michelle	<p>District Wide School Psychologist (Replacement) LMP, Class 8 Step A \$86,071.00 Fund: Special Education 85% and Mental Health Related Services 15%</p>

Rojas, Maria

District Wide
STEM Learning Coordinator (New)
LME, Class 49, Step A \$118,995.00
Fund: STEM Grant

BACKGROUND:

Alexander, Rhyan Vu

Alvarado, Salvador

Alvarez, Ruth Mojica

Amundson, Brittany

Barth, Brent

Basler, Megan

Baumann, Frank

Bessemer, Paul

Borris, Grant

CERTIFICATED

Art Freiler
8th grade Science (Replacement)
“A” Class I, Step 1 \$54,867.00
Fund: General

North School
5th grade (New)
“A” Class I, Step 1 \$54,867.00
Fund: General

Tracy High School
Biology (Replacement)
“B” Class 1, Step 1 \$54,867.00
Fund: General

Williams Middle School
Special Ed. RSP (New)
“B” Class V, Step 3 \$67,887.00
Fund: Special Education

West High School
Social Science (Replacement)
“A” Class I, Step 1 \$54,867.00
Fund: General

South/West Park
3rd grade (Replacement)
“A” Class I, Step 1 \$54,867.00
Fund: General

McKinley/Poet
Teacher Librarian (New)
“B” Class VI, Step 25, \$106,326.00
Fund: ESSER II

Kimball High School
Social Science (New)
“B” Class VI, Step 2, \$65,767.00
Fund: General

Kimball High School
Mathematics (Replacement)
“A” Class I, Step 1 \$54,570.00
Fund: General

Bosch, Samantha	McKinley Elementary 3 rd grade (Replacement) “A” Class I, Step 1 \$54,867.00 Fund: General
Boyal, Scott	Tracy High School Social Science (Replacement) “A” Class I, Step 1 \$54,867.00 Fund: General
Butler, Elizabeth	Villalovoz Elementary 5 th grade (Replacement) “B” Class IV, Step 1 \$59,438.00 Fund: General
Carrillo, Francesca	Tracy High School Agricultural Science (Replacement) “A” Class I, Step 1 \$54,867.00 Fund: General
Chavez, Adrian	West High School Biology (Replacement) “B” Class I, Step 1, \$54.867.00 Fund: General
Cox, Devon Kindergarten (Replacement)	Bohn Elementary “B” Class III, Step 1 \$ 57,440.00 Fund: General
Crawford, Donna	Monte Vista Middle School 6 th grade (new) “A” Class I, Step 1 \$54,867.00 Fund: General
Crider, Celeste	Bohn Elementary 3 rd grade (Replacement) “A” Class I, Step 1 \$54,867.00 Fund: General
Cunningham, Jillian	McKinley Elementary 4 th grade (Replacement) “A” Class I, Step 1 \$54,867.00 Fund: General
Drobot, Olgas	Freiler School Kindergarten (Replacement) “A” Class I, Step 1 \$54,867.00 Fund: General

Doughty, Mary	Bohn Elementary 1 st grade (Replacement) “B” Class VI, Step 22 \$106,326.00 Fund: General
French, Pamela	Williams Middle School 6 th grade (Replacement) “A” Class I, Step 1 \$54,867.00 Fund: General
Frizzi, Joann	Williams Middle School .80 FTE Mathematics (Replacement) “B” Class VI, Step 18 \$76,436.00 Fund: General
Garcia, Vanessa	Freiler and Villalovoz Teacher Librarian (New) “B” Class IV, Step 18, \$80,870.00 Fund: ESSER II
Gonzales, Angelica	Hirsch Elementary 3 rd grade (Replacement) “A” Class I, Step 1 \$54,867.00 Fund: General
Gregory, Kia	George Kelly 7 th grade (Replacement) “B” Step 5, \$68,156.00 Fund: General
Gonzalez, Cecilia	Art Freiler School 2 nd grade (Replacement) “A” Class II, Step 1, \$54,867.00 Fund: General
Herrera, Alejandra	Bohn/Villa Teacher Librarian (New) “B” Class VI, Step 19, \$99,295.00 Fund: ESSER II
Howell, Shawn	Stein High School Tracy Young Adult Program (Replacement) “B” Class VI, Step 1, \$65,766.00 Fund: Special Education
Huber, Carson	West High School Social Science (Replacement) “A” Class I, Step 4, \$54,867.00 Fund: General

Justman, Anne	Monte Vista Middle School English Language Arts (Temporary) “A” Class I, Step 4, \$54,867.00 Fund: General
Kaur, Baljinder	Tracy High School Chemistry (Replacement) “B” Class VI, Step 16 \$98,075.00 Fund: General
King, Jennifer	Special Education Curriculum Bahavioral Specialist TOSA (Replacement) “B” Class VI, Step 15, Fund: Special Education
Kucma, Linda	Tracy High School Art (New) “A” Step 1, Class I \$54,867.00 Fund: General
Magniez, Kari	West High School Agriculture Science (Replacement) “B” Step 1, Class III \$57,440.00 Fund: General
Murillo, Maria	West High School Spanish (Replacement) “A” Class I, Step 1 \$54.867.00 Fund: General
Pickerill, Shannon	Central Kindergarten (Replacement) “B” Class VI, Step 1 \$ 63,301.00 Fund: General
Ramiso, Maria	Tracy Independent Charter School Independent Study 6-12 grades (New) “B” Class V, Step 22 \$87,923.00 Fund: General
Robinson, Paige	Art Freiler School Special Ed. RSP (Replacement) “A” Class I, Step 1 \$56,987.00 Fund: special Education

Salmassy, Paul	West High School Special Education RSP (Replacement) "B" Class IV, Step 9, \$79,762.00 Fund: Special Education
Santana, Nancy	George Kelly School 5 th grade (Replacement) "A" Class I, Step 1 \$54,867.00 Fund: General
Scanlon, Leilani	South/West Park 1 st grade (replacement) A" Class I, Step 1, \$54,867.00 Fund: General
Sexton, Kyra	George Kelly 1 st grade (Replacement) "B" Step 1, Class III \$57440.00 Fund: General
Shelton, Courtney	North 1 st grade (Replacement) "A" Class I, Step 1, \$54,867.00 Fund: General
Soberanes, Sally	Jacobson/Williams Teacher Librarian (New) "B" Class III, Step 4 \$61,509.00 Fund: ESSER II
Thomas, Crystal	North School Special Ed. SDC TK (New) "B" Class VI, Step 12, \$93,851.00 Fund: Special Education
Villa, Linda	McKinley Elementary 5 th grade (Replacement) "B", Class VI, Step 6, \$72,982.00 Fund: General
Wagner, Richard Zachary	Williams Middle School Social Science (Replacement) "A" Step 1, Class 1 \$54,867.00 Fund: General
Wilson, Karen	North School Special Education SDC Preschool (New) "A" Class I, Step 1, \$56,987.00 Funds: Special Education

BACKGROUND:

Acosta, Jessica

Arellano, Lidia

Barnes, Alicia

Bernal Gomez, Lina

Chaney, Sara

De Bravo, Llanet

Diaz, Livier

Diaz, Millie

CLASSIFIED

High School Attendance Clerk (Replacement)
Tracy High
7 hours per day
Range 26, Step E - \$20.58 per hour
Fund: General Fund

Bilingual Para Educator (New)
SWP
5 hours
Range 24, Step E - \$19.67 per hour
Fund: IASA-Title I Bas Gmts Low Inc

Elementary Attendance Clerk (Replacement)
Villalovoz
8 hours Per day
Range 28, Step E - \$21.60 per hour
Fund: General Fund

Bus Driver (New)
Transportation
8 hours per day
Range 38, Step D - \$26.05 per hour
Fund: ELO Grant

Para Educator I (New)
McKinley
4 hours per day
Range 24, Step A – \$16.35 per hour
Fund: ELO Grant

Food Service Worker (Replacement)
West High
7 hours per day
Range 22, Step E - \$19.67 per hour
Fund: Child Nutrition School Program

Bilingual Para educator I (Replacement)
SWP
5.50 hours per day
Range 24, Step E - \$19.67 per hour
Fund: Targeted EL

Para Educator II (New)
Monte Vista
8 hours per day
Range 30, Step E - \$22.62 per hour
Fund: ELO Grant

Duran, Claudia	Utility Person II (New) MOT 8 hours per day Range 35, Step C - \$23.18 per hour Fund: General Fund
Finley, Maria	Food Service Worker (New) West High 4 hours per day Range 22, Step A - \$15.60 per hour Fund: Child Nutrition School Program
Franco, Claudia	Special Ed Para Educator (New) North 7 hours per day Range 24, Step B - \$17.11 per hour
Franco-Freitas, Rachael	Food Service Worker (New) Freiler 3.50 hours per day Range 22, Step E - \$18.78 per hour Fund: child Nutrition School Program
Gardea, Julia	Food Service Worker (Replacement) Tracy High 3 hours per day Range 22, Step C - \$17.11 per hour Fund: child Nutrition School Program
Garibay-Samuels, Jody	Clerk Typist I (Replacement) Villalovoz 8 hours per day Range 23, Step D - \$18.32 per hour Fund: ELO Grant
Gomez, Maira	Para Educator I (New) Hirsch 4 hours per day Range 24, Step C – \$17.94 per hour Fund: ELO Grant
Grotle, Veronica	Para Educator II (New) McKinley 8 hours per day Range 24, Step E - \$19.67 per hour Fund: ELO Grant
Hamilton, Leeandra	Food Service Worker (Replacement) Monte Vista 4 hours per day Range 22, Step B - \$16.35 per hour Fund: Child Nutrition School Program

Hasten, Nicolle	Health Technician/LVN (New) Student Services/Health Services 8 hours per day Fund: General Fund
Holland-Valles, Amber	Food Service Worker (New) Poet 3 hours per day Range 22, Step A - \$15.60 per hour Fund: Child Nutrition School Program
Hurt, Deborah	Para Educator I (New) Villalovoz 4 hours per day Range 24, Step E – \$19.67 per hour Fund: ELO Grant
Jett, Andrea	Para Educator I (Replacement) Freiler 4 hours per day Range 24, Step E - \$19.67 per hour Fund: IASA-Title I Bas Grants Low Inc
Lopez, Rebecca	Food Service Worker (Replacement) Villalovoz 3 hours per day Range 22, Step A - \$15.60 per hour Fund: School Nutrition School Program
Macias, Monalishi	Food Service Worker (Replacement) Kimball High 3 hours per day Range 22, Step C - \$17.11 per hour Fund: Child Nutrition School Program
McWilliams, Penny	IEP Para Educator I (New) Freiler 6 hours per day Range 24, Step A - \$16.35 per hour Fund: Special Education
Meenakshi, Kalia	Para Educator I (New) Kimball 8 hours per day Range 24, Step E – \$19.67 per hour Fund: ELO Grant
Mendiola, Rianne	Utility Person II (New) MOT 8 hours per day Range 35, Step A - \$21.12 per hour Fund: General Fund

Meyers, Elissa	Special Ed Para Educator I (Replacement) McKinley 6 hours per day Range 24, Step E - \$19.67 per hour Fund: Special Education
Nair, Reshma	IEP Para Educator I (Replacement) West High 6.75 hours per day Range 24, Step A - \$16.35 per hour Fund: Special Education
Nisbet, Michelle	Elementary Attendance Clerk (Replacement) Freiler 8 hours per day Range 28, Step E - \$21.60 per hour Fund: General Fund
Nguyen, David	Food Service Worker (Replacement) Williams 6 hours per day Range 22, Step C - \$17.11 per hour Fund: Child Nutrition School Program
Nguyen, David	Food Service Worker (Replacement) Monte Vista 2 hours per day Range 22, Step C - \$17.11 per hour Fund: child Nutrition School Program
Nicolaysen, Cassandra	Special Ed Para Educator (Replacement) Central 6 hours per day Range 24, Step E - \$19.67 per hour Fund: Sp Ed – IDEA Bas Grant Entl
Ortiz, Elizabeth	Special Ed Para Educator I (Replacement) Central 6 hours per day Range 24, Step A - \$16.35 per hour Fund: Special Education
Plascencia, Efigenia	School Supervision Asst (Replacement) SWP 2.75 hours per day Range 21, Step E - \$18.32 per hour Fund: General Fund
Rivers, Steward	Night Security Person (New) MOT/DEC 8 hours per day Range 38, Step D - \$26.05 + ND

Rosales, Guadalupe	Para Educator I (New) McKinley 4 hours per day Range 24, Step E - \$19.67 per hour Fund: ELO Grant
Sanchez, Rosa	Para Educator I (New) Bohn 4 hours per day Range 24, Step E – \$19.67 per hour Fund: ELO Grant
Saulsbury, Dana	Bilingual Para Educator (New) SWP 4 hours per day Range 24, Step A - \$16.35 per hour Fund: ELO Grant
Soto, Alfonso	Utility Person III (Replacement) MOT 8 hours per day Range 38, Step C - \$24.87 per hour Fund: Home to School Transportation
Sweezer, Cheryl	Food Service Worker (New) SWP 3 hours per day Range 22, Step B - \$16.35 per hour Fund: Child Nutrition School Program
Vancil, Jerame	Utility Person II (New) MOT 8 hours per day Range 35, Step A - \$21.12 per hour Fund: General Fund
Wright, Elena	Clerk Typist I (New) Hirsch Preschool 6.50 hours per day Range 23, Step E - \$19.24 per hour Fund: ELO Grant

BACKGROUND:

COACHES

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: July 25, 2022
SUBJECT: Approve 2022-23 45-Day Budget Revision

BACKGROUND: Pursuant to Education Code Section 42127(h), “Not later than 45 days after the Governor signs the annual Budget Act, the school district shall make available for public review any revisions in revenues and expenditures that it has made to its budget to reflect the funding made available by that Budget Act.”

RATIONALE: The Budget Act was officially signed by the Governor on June 30, 2022. The major changes between the May Revise and the Adopted Budget are the revenue and re-instatement of one-time expenditures.

FUNDING: N/A.

RECOMMENDATION: Approve the 2022-23 45-Day Budget Revision.

Prepared by: S. Reed Call, Director of Financial Services.



SAN JOAQUIN COUNTY OFFICE OF EDUCATION
Troy A. Brown, Ed.D., County Superintendent of Schools

2022-23 45-Day Budget Update

Tracy Unified School District

School District

The undersigned, hereby certify that the Board of Education of the
Tracy Unified _____ School District, at its meeting on August 9, 2022 ,
has reviewed and approved the revisions in revenues and expenditures made
to the District budget to reflect the funding made available by the Budget Act,
pursuant to Education Code Section 42127(h).

Signed: _____
President, Board of Education

Date: 8/9/2022

Signed: _____
District Superintendent

Date: 8/9/2022

2022-23

45-Day Budget Update

School District:

Tracy Unified School District

Pursuant to Education Code Section 42127(h), "Not later than 45 days after the Governor signs the annual Budget Act, the school district shall make available for public review any revisions in revenues and expenditures that it has made to its budget to reflect the funding made available by that Budget Act."

The Budget Act was officially signed by the Governor on: June 30, 2022

The major changes between the May Revise and the Adopted State Budget that require revenue and expenditure revisions are as follows:

Unrestricted General Fund

	Board Adopted Budget	Adjustments	45-Day Revised Budget	Description/Explanation
REVENUES				
LCFF Sources (8010-8099)	\$ 143,474,029	\$ 17,927,912	\$ 161,401,941	Final State Budget for 2022-23 Increased the District's LCFF Revenue
Remaining Revenues (8100-8799)	\$ 4,657,176	\$ -	\$ 4,657,176	
TOTAL REVENUES	\$ 148,131,205	\$ 17,927,912	\$ 166,059,117	
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 62,918,827	\$ -	\$ 62,918,827	
Classified Salaries (2000-2999)	\$ 20,131,274	\$ -	\$ 20,131,274	
Employee Benefits (3000-3999)	\$ 30,152,196	\$ -	\$ 30,152,196	
Books & Supplies (4000-4999)	\$ 8,150,032	\$ -	\$ 8,150,032	
Services & Operating Expenses (5000-5999)	\$ 11,736,336	\$ -	\$ 11,736,336	
Capital Outlay (6000-6999)	\$ 115,526	\$ -	\$ 115,526	
Other Outgo (7100-7299) (7400-7499)	\$ 1,830,112	\$ -	\$ 1,830,112	
Direct support/Indirect Costs (7300-7399)	\$ (1,769,375)	\$ -	\$ (1,769,375)	
TOTAL EXPENDITURES	\$ 133,264,928	\$ -	\$ 133,264,928	
OPERATING SURPLUS (DEFICIT)	\$ 14,866,277	\$ 17,927,912	\$ 32,794,189	
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	
Transfers Out and Other Uses (7610-7699)	\$ -	\$ -	\$ -	
Contributions (8980-8999)	\$ (25,702,175)	\$ -	\$ (25,702,175)	
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (10,835,898)	\$ 17,927,912	\$ 7,092,014	
BEGINNING BALANCE (9791)	\$ 46,006,881		\$ 46,006,881	
Audit Adjustments/Restatements (9793 & 9795)	\$ -		\$ -	
CURRENT-YEAR ENDING BALANCE	\$ 35,170,983	\$ 17,927,912	\$ 53,098,895	
COMPONENTS OF ENDING BALANCE:				
Restricted and Nonspendable (9711-9740)	\$ 340,375	\$ -	\$ 340,375	
Committed Amounts (9750-9760)	\$ 17,063,101	\$ -	\$ 17,063,101	
Reserve for Economic Uncertainties (9789)	\$ 12,192,987	\$ 17,927,912	\$ 30,120,899	Increase in Revenue
Other Assignments (9780)	\$ 5,574,520	\$ -	\$ 5,574,520	
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -	



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas Associate Superintendent for Business Services
DATE: August 1, 2022
SUBJECT: **Adopt Resolution #22-01 Authorizing and Defining Names to Sign Orders on School District Funds**

BACKGROUND: Pursuant to Education Code Sections 35161, and 42632 through 42652, the Board of Trustees legally delegates the function of signing of orders on school district funds.

Periodically, the San Joaquin County Office of Education requests an update of the District's authorized signatures whenever there is a change in management staff. At the board meeting of June 28, 2022, the board approved Resolution #21-22, authorizing and/or removing designated employee signatures. Since that time, staffing changes have occurred, resulting in a need to modify the original list.

Pursuant to Education Code Sections 35161, and 42632 through 42652, and as directed by the San Joaquin County Office of Education, a copy of signed Resolution #22-01, authorizing and/or removing designated employee's signatures, will be mailed to their office following the regularly scheduled Board Meeting of August 9, 2022.

RATIONALE: As directed by Education Code Sections 35161, and 42632 through 42652 and at the recommendation and suggestion of the San Joaquin County Office of Education, a periodic update of Tracy Unified School District authorized signatures is necessary.

FUNDING: N/A.

RECOMMENDATION: Adopt Resolution #22-01 Authorizing and Defining Names to Sign Orders on School District Funds.

Prepared by: Tania Salinas, Associate Superintendent for Business Services.



TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION # 22-01
Resolution Authorizing and Defining Names to Sign Orders on
School District Funds

WHEREAS, pursuant to Sections 35161, and 42632 through 42652, of the Education Code and by resolution, the Board of Trustees of the Tracy Unified School District, appoints as agents, delegates, empowers, and authorizes certain employees of the Tracy Unified School District to sign orders, payroll, payments to vendors, and other official documents on its behalf; and

WHEREAS, by Resolution #21-22, dated June 28, 2022, certain employees were designated and empowered to sign orders on behalf of the Tracy Unified School District,

NOW, THEREFORE BE IT RESOLVED, pursuant to Education Code Sections 35161, and 42632 through 42652, and by Resolution #22-01, the Board of Trustees of the Tracy Unified School District wishes to define, authorize, include and appoint as agents to sign orders and other official documents as needed, including all official federal and state documents on behalf of Tracy Unified School District:

Rob Pecot, Superintendent
Tania Salinas, Associate Superintendent, Business Services
S. Reed Call, Director, Financial Services
Julianna Stocking, Associate Superintendent, Educational Services
Tammy Jalique, Associate Superintendent, Human Resources
Mary Petty, Director, Continuous Improvement
Jaime Quintana, Director, Facilities Development and Planning
Michelle Daniel, Director, School Business Support Services and Purchasing (Purchase orders only)
Anthony Flores, Director, Maintenance, Operations and Transportation Services (Transportation and Facility Use contracts only)
Brandy Campbell, Director, Food Services (Food Service contracts only)

BE IT FURTHER RESOLVED that a copy of this resolution, duly certified by the Clerk of the Board of the Tracy Unified School District, containing the signatures of the authorized agents, be sent to the San Joaquin County Superintendent of Schools and the Auditor/Controller of San Joaquin County.

PASSED, ADOPTED, AND CERTIFIED THIS 9TH DAY OF AUGUST 2022, BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

ABSTAIN:

President
Board of Education
Tracy Unified School District

Clerk
Board of Education
Tracy Unified School District



TRACY UNIFIED SCHOOL DISTRICT - VERIFICATION OF AUTHORIZED
SIGNATURES

ROB PECOT, SUPERINTENDENT

TANIA SALINAS, ASSOCIATE SUPERINTENDENT, BUSINESS SERVICES

S. REED CALL, DIRECTOR, FINANCIAL SERVICES

JULIANNA STOCKING, ASSOCIATE SUPERINTENDENT, EDUCATIONAL
SERVICES

TAMMY JALIQUE, ASSOCIATE SUPERINTENDENT, HUMAN RESOURCES

MARY PETTY, DIRECTOR, CONTINUOUS IMPROVEMENT

JAIME QUINTANA, DIRECTOR, FACILITIES DEVELOPMENT AND PLANNING

MICHELLE DANIEL, DIRECTOR, SCHOOL BUSINESS SUPPORT SERVICES AND
PURCHASING (Purchase orders only)

ANTHONY FLORES, DIRECTOR, MAINTENANCE, OPERATIONS AND
TRANSPORTATION SERVICES (Transportation and Facility Use contracts only)

BRANDY CAMPBELL, DIRECTOR, FOOD SERVICES (Food Service contracts only)

VERIFICATION: I, Nathalia Hughes Erskine, being duly elected, qualified and acting Clerk of the Board of Trustees of the Tracy Unified School District of the County of San Joaquin, State of California, on penalty of perjury, affirm and verify that the above signatures are, of my own knowledge, the true signatures of said persons.

CLERK
BOARD OF TRUSTEES
TRACY UNIFIED SCHOOL DISTRICT

DATE:



HUMAN RESOURCES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. For Human Resources
DATE: June 6, 2022
RE: **Approve a Variable Term Waiver for Administrative Services**

BACKGROUND: Variable term waivers provide additional time to complete the requirements for the credential that authorizes service or to provide employing agencies time to fill the assignment with an individual who either holds an appropriate credential or qualifies under one of the available assignment options.

RATIONALE: In reviewing staffing for the 2022-2023 school year it has been determined that Tracy Unified School District has a need for a Variable Term Waiver in the area of Administrative Services.

FUNDING: None.

RECOMMENDATION: Approve a Variable Term Waiver for Administrative Services

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources.

**BEFORE THE BOARD OF TRUSTEES
TRACY UNIFIED SCHOOL DISTRICT
COUNTY OF SAN JOAQUIN
STATE OF CALIFORNIA**

DECLARATION

The Governing Board of Tracy Unified School District declares that the District has elected to request a Variable Term Waiver while the individual below works on completing the requirements to obtain an Administrative Services credential. The individual(s) will be provided orientation, guidance, and assistance during the valid period of the waiver.

Benjamin Harrison; District; Special Education Program Specialist

AYES:

NOES:

ABSTAIN:

ABSENT:

Board President

Date: _____

ATTEST:

Board Vice President

Date: _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: July 28, 2022
SUBJECT: Approve Referral Incentive Agreements with Bargaining Units

BACKGROUND: As a means to encourage current TUSD employees to refer teacher candidates for District teaching positions, Tracy Unified School District negotiated Memorandums of Understanding with CSEA and TEA. The agreements (attached) denote the terms and conditions required for staff to receive a one-time referral incentive of \$8,000 for referring candidates who are hired to a teaching contract and complete a minimum of three months of teaching service to the District. The same eligibility would apply to TSMA members who do not service a supervisory capacity.

This agenda item supports District Strategic Goal 2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: The one-time referral incentive will be paid from the In-Person Instruction Grant Funds.

RECOMMENDATION: Approve Referral Incentive Agreements with Bargaining Units

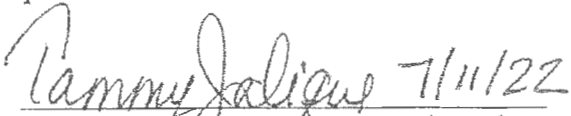
Prepared by: Tammy Jalique, Associate Superintendent of Human Resources.

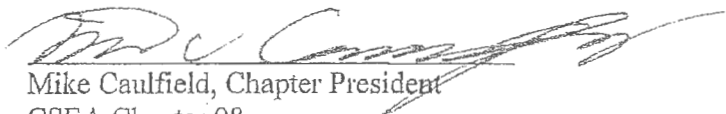
Memorandum of Understanding
Between
California School Employees Association and Its Chapter 98
And
Tracy Unified School District

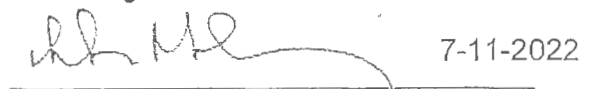
In recognition of the current teacher shortage and a desire to recruit new candidates for teaching positions, CSEA and its Chapter 98 (CSEA) and Tracy Unified School District (District) (together, "the parties"), hereby agree to the following:

- 1) Current, regular CSEA unit members (not substitute employees) may receive a one-time "referral incentive" for each teacher candidate who is referred to Tracy Unified School District by the unit member and is subsequently signed to a teaching contract ratified by the Board of Education for the 22-23 year.
- 2) The amount of the one-time "referral incentive" shall be \$8,000, less all applicable deductions, including taxes.
- 3) To receive such incentive, the unit member must be identified in writing as the source of referral by the newly hired teacher.
- 4) Only one (1) referral incentive will be issued per newly hired teacher. Teacher candidates will be asked to identify one (1) referral source (if any exists) during candidate orientation and contract signing.
- 5) The referral incentive will be issued following three months of employment by the newly hired teacher.
- 6) Referral incentives will not be applied retroactively and will only be issued for teacher candidates referred following signature of this MOU as evidenced by candidate application date and pursuant to paragraph 1 above. This referral incentive applies to candidate applications dated between date of execution of this agreement and December 16, 2022.
- 7) If the referred candidate was a former teacher at Tracy Unified School District who left the district and is now returning, no referral incentive will be afforded if the date of separation from the District was fewer than two (2) years from the date of ratification by the Board of Education.
- 8) The District reserves the right to make final determination on eligibility for referral incentive.

This MOU will expire December 16, 2022. Nothing in this MOU is intended to establish past practice or precedent.


Tammy Jalique, Associate Superintendent
Tracy Unified School District


Mike Caulfield, Chapter President
CSEA Chapter 98


7-11-2022
Debra Ladwig, Labor Relations Representative
CSEA

MEMORANDUM OF UNDERSTANDING

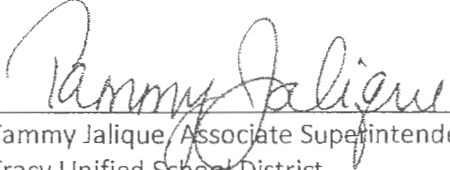
Between
Tracy Educators Association
And
Tracy Unified School District

July 8, 2022


In recognition of the current teacher shortage and a desire to recruit new candidates for teaching positions, TEA and Tracy Unified School District (together, "the parties"), hereby agree to the following:

- 1) Current, regular TEA unit members (not substitute or temporary employees) may receive a one-time "referral incentive" for each teacher candidate who is referred to Tracy Unified School District by the unit member and is subsequently signed to a teaching contract ratified by the Board of Education for the 22-23 year.
- 2) The amount of the one-time "referral incentive" shall be \$8,000, less all applicable deductions, including retirement system contribution and taxes.
- 3) To receive such incentive, the unit member must be identified in writing as the source of referral by the newly hired teacher.
- 4) Only one (1) referral incentive will be issued per newly hired teacher. Teacher candidates will be asked to identify one (1) referral source (if any exists) during candidate orientation and contract signing.
- 5) The referral incentive will be issued following three months of employment by the newly hired teacher.
- 6) Referral incentives will not be applied retroactively and will only be issued for teacher candidates referred following signature of this MOU as evidenced by candidate application date and pursuant to paragraph 1 above.
- 7) If the referred candidate was a former teacher at Tracy Unified School District who left the district and is now returning, no referral incentive will be afforded if the date of separation from the District was fewer than two (2) years from the date of ratification by the Board of Education.
- 8) The District reserves the right to make final determination on eligibility for referral incentive.

This MOU will expire December 16, 2022. Nothing in this MOU is intended to establish past practice or precedent.



Tammy Jalique, Associate Superintendent
Tracy Unified School District



Miyoko Masuda, TEA Vice President &
Negotiations Chair



HUMAN RESOURCES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. For Human Resources
DATE: May 24, 2022
RE: **Approve a Variable Term Waiver for Multiple Subject, Single Subject and Education Specialist Teachers**

BACKGROUND: For the 2022-2023 school year Tracy Unified School District will request a waiver for Multiple Subject, Single Subject and Education Specialist Teachers. Some teachers will also require a BCLAD in Spanish. The waiver request is needed to allow the teachers additional time to complete Pre-Service program requirements and/or complete the Subject Matter Competence requirements.

RATIONALE: The District needs Board authorization to request the waiver. Our teachers will remain credentialed under a waiver for 2022-2023 school year allowing them additional time to complete Pre-Service program requirements including the Subject Matter Competences requirements, resulting in Intern Credential eligibility upon completion of those requirements

FUNDING: None.

RECOMMENDATION: Approve a Variable Term Waiver for Multiple Subject, Single Subject and Education Specialist Teachers.

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources.

**BEFORE THE BOARD OF TRUSTEES
TRACY UNIFIED SCHOOL DISTRICT
COUNTY OF SAN JOAQUIN
STATE OF CALIFORNIA**

DECLARATION

The Governing Board of Tracy Unified School District declares that the District has elected to request a Variable Term Waiver while the individual below works on completing the requirements to obtain accepted into intern credential program. The individual(s) will be provided orientation, guidance and assistance during the valid period of the waiver.

Ana Rodrigues, North School, K-8
Karina Lee, South/West Park, K-5 Bilingual

AYES:
NOES:
ABSTAIN:
ABSENT:

Board President

Date _____

ATTEST:

Board Vice President

Date _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: July 28, 2022
SUBJECT: Adopt Revised Administrative Regulation 4161.8, 4261.8 and 4361.8 and
Abolish Board Policy 4161.8 (First Reading)

BACKGROUND: The District continues the process of reviewing, revising and adding board policies and regulations as current laws and requirements change. Senate Bill (SB) 1383 and Government Code 12945.2 have expanded the California Family Rights Act. The revised Administrative Regulations 4161.8, 4261.8 and 4361.8 are updated to reflect the current laws. With the revisions made to the Administrative Regulations, it is recommended to abolish Board Policy 4161.8 as it exists and replace with the revised ARs.

RATIONALE: In accordance with SB 1383 and Government Code, Administrative Regulations 4161.8, 4261.8 and 4361.8 have been revised and updated.

RECOMMENDATION: Adopt Revised Administrative Regulation 4161.8, 4261.8 and 4361.8 and Abolish Board Policy 4161.8 (First Reading)

Prepared by: Tammy Jalique, Associate Superintendent of Human Resource

FAMILY CARE AND MEDICAL LEAVE

A. Purpose and Scope

To grant family care and medical leave to eligible employees in accordance with current state and federal law [Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA) and/or Pregnancy Disability Leave (PDL).]

B. General

1. Employees shall give the Associate Superintendent for Human Resources at least 30 days' written advance notice of his/her need for family care and medical leave.
2. The authority for approval or denial for employees to take unpaid family care and medical leave under the provisions of state and federal law shall be determined by the Associate Superintendent for Human Resources.
3. Suggestions or concerns relating to this policy and regulation should be directed to the Associate Superintendent for Human Resources.

C. Forms Used and Additional References

1. Employer Response to Employee Request for Family Care or Medical Leave.
2. ~~The Family and Medical Leave Act Final Regulations: Changes and Clarifications. (Seyfarth, Shaw, Fairweather & Geraldson)~~

D. Procedures

Definitions

"Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a person to whom the employee stands in loco parentis. Also includes a child of a registered domestic partner. ~~child of a person who assumes the role of a parent as long as the child is under 18 years of age or an adult dependent child incapable of self care.~~

“Eligible family Member” means an employee’s child, parent or spouse. For purposes of leave to care for a family member with a serious health condition pursuant to CFRA, eligible family member includes an employee’s child, parent, parent-in-law, spouse registered domestic partner, grandparent, grandchild, or sibling.

“Parent” means a biological, foster or adoptive parent, a parent-in-law a stepparent, a legal guardian, or another person who assumed the role of a parent to the employee when the employee was a child. For FMLA purposes, parent does not include a spouse’s parents.

“Spouse” means a partner in marriage as defined by Family Code 300. For purposes of CFRA leave, spouse also includes a registered domestic partner within the meaning of Family Code 297-297.5.

“Serious health condition” means an illness, injury, impairment or physical or mental condition that involves:

1. In-patient care in a hospital, hospice or residential health care facility, any subsequent treatment in connection with such inpatient care or any period of incapacity or
- ~~2.~~ Continuing treatment or continuing supervision by a health care provider for one or more of the following: (a) a period of incapacity of more than three consecutive days; (b) any period of incapacity due to pregnancy or for prenatal care under FMLA; (c) any period of incapacity or treatment for a chronic serious health condition; (d) a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective; (e) any period of absence to receive multiple treatments ~~either for restorative surgery after an accident or other injury, or for a condition that would result in a period of incapacity in the absence of medical treatment.~~ including recovery, by a health care provider.

Eligibility

Any otherwise eligible employee who has served the district more than one continuous year shall be eligible to take unpaid family care and medical leave under the provisions of state and federal law.

Employees who worked a minimum of 1200 hours (substitute hours excluded) during the previous year will be eligible for Family Care and Medical Leave. For eligibility purposes, full-time teachers are deemed to meet the 1200 hour test.

The District in its sole discretion will consider requests for Family Care and Medical Leave for employees who work less than 1200 hours.

Family care and medical leave or CFRA may be used for the following reasons:

1. Because of the birth of the employee's child, and in order to care for the newborn child.
 2. Because of the placement of a child with the employee for foster care or in connection with the employee's adoption of the child.
 3. In order to care for an eligible family member ~~the employee's child, parent or spouse~~ with a serious health condition.
 4. Because of the employee's own serious health condition which makes the employee unable to perform the functions of his/her job.
5. Because of a qualifying exigency arising out of the fact that the employee's spouse, child, parent or, for CFRA leave only, a registered domestic partner, is a military member on covered active duty or call to covered active duty (or has been notified of an impending call or order to covered active duty).
6. To care for a covered servicemember with a serious injury or illness when the employee is a spouse, child, parent, or next of kin of the covered servicemember.

Terms of Leave

Leave shall not exceed 12 work weeks during any 12-month period. This 12-month period shall coincide with the fiscal year. Leave taken pursuant to the state Family Rights Act (CFRA) shall run concurrently with leave taken pursuant to the federal Family and Medical Leave Act (FMLA).

In addition, any employee who is disabled by ~~except for leave taken for disability on account of pregnancy, childbirth, or related medical condition~~ shall be entitled to pregnancy disability leave (PDL) for the period of the disability not to exceed four months. ~~. In addition to family care and medical leave, an employee may be entitled to take unpaid pregnancy disability leave of up to four months.~~

PDL shall run concurrently with FMLA leave for disability caused by an employee's pregnancy. At the end of the employee's FMLA leave for disability caused by pregnancy, or at the end of four months of PDL, whichever occurs first, a CFRA-eligible employee may request to take CFRA leave of up to 12 work weeks, for the reason of the birth of a child or to bond with or care for the child.

Leave taken for the birth or placement of a child must be concluded ~~initiated~~ within one year of the birth or placement of the child. Such leave ~~shall not be taken intermittently or on a reduced leave schedule unless the district and the employee agree otherwise.~~ does not need to be taken in one continuous period of time.

~~If both parents of a child work for the district, their family care and medical leave related to the birth or placement of the child shall be limited to a total of 12 weeks.~~

Each eligible employee shall be granted up to 12 work weeks for family care and medical leave related to the birth or placement of a child, regardless of whether both parents of the child work for the district.

During the period of family care and medical leave, the district will allow the employee the option to use his/her accrued vacation leave, other accrued time off, and any other paid or unpaid time off negotiated with the district. Accrued sick

leave shall be used when the purpose of the family care and medical leave is one for which sick leave can be taken pursuant to collective bargaining agreements and/or Board Policy.

Requests, Advance Notice and Certification

An employee shall give the Associate Superintendent for Human Resources at least 30 days' written advance notice of his/her need for family care and medical leave. If the employee learns of the need for this leave fewer than 30 days in advance, he/she shall provide such notice as soon as practicable.

If leave is needed for a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of district operations. This scheduling shall be subject to the health care provider's approval.

An employee's written request to the Associate Superintendent for Human Resources for family care and medical leave shall be supported by a certification from the health care provider of the person requiring care. This certification shall include all of the following:

1. The date on which the serious health condition began.
2. The probable duration of the condition.
3. If the employee is requesting leave because of his/her own serious health condition, the health care provider's certification that due to the serious health condition, the employee is unable to perform the functions of his/her job.
4. If the employee is requesting leave to care for an eligible family member ~~child, spouse or parent~~ who has a serious health condition, the certification shall also include the health care provider's:
 - a. Estimate of the amount of time the health care provider believes the employee needs to care for the eligible family member ~~child, parent or~~

spouse, and

- b. Statement that the serious health condition warrants the participation of the employee to provide care during a period of the treatment or supervision of the eligible family member. ~~of the child, parent or spouse.~~

If additional leave is needed beyond that specified in the original certification, the district may require the employee to provide recertification as specified above.

The District may require the employee to obtain, at district expense, a second or third opinion from a health care practitioner to certify an employee's own serious health condition.

The District shall not request any genetic information related to an employee except as authorized by law in accordance with the California Genetic Information Nondiscrimination Act of 2011.

Intermittent/Reduced Work Schedule Leave

Leave related to the serious health condition of the employee or eligible family member ~~his/her child, parent or spouse~~ may be taken intermittently or on a reduced work schedule when medically necessary; in such a case, the employee may be required to transfer temporarily to a different job that has the equivalent pay and benefits but could better accommodate recurring periods of leave.

The minimum duration of leave for the birth, adoption, or foster care placement of a child shall be two weeks. However, the district shall grant a request for such leave of less than two weeks on any two occasions.

Maintenance of Benefits

During the period of family care and medical leave, the employee shall continue to participate in the district's medical, dental and vision plan under the same terms offered to employees not on leave. (29 U.S.C. 2614; Government Code 12945.2)

During the period of family care and medical leave, the employee shall continue to be entitled to participate in life, disability and accident insurance plans, pension and retirement plans, supplemental unemployment benefit plans, and/or any other employee welfare benefit plan to the same extent and under the same conditions as apply to an unpaid leave taken for any other purpose. In the absence of these conditions, the employee shall continue to be entitled to participate in these plans, but the district will require the employee to pay the premium for periods not covered by accrued leave.

The District may recapture the health premiums paid on behalf of the employee if the

employee fails to return from leave after the leave period has expired provided this failure to return is for a reason other than the continuation, recurrence or onset of a serious health condition of the employee or the employee's eligible family member ~~child, parent, or spouse~~ or other circumstances beyond the employee's control.

Maintenance of Status

The employee shall retain his/her employee status with the district during the leave period, and the leave shall not constitute a break in service for purposes of longevity or seniority under any employee benefit plan or collective bargaining agreement. For purposes of layoff, recall, promotion, job assignment and seniority-related benefits such as vacation, the employee returning from leave shall have no less seniority than he/she had when the leave started.

Reinstatement

Upon granting an employee's request for family care and medical leave, the district shall guarantee to reinstate the employee in the same or a comparable position when the leave ends, except as allowed by law.

The district may refuse to reinstate an employee returning from leave to the same or a comparable position if the employee is a salaried "key employee" who is among the highest paid 10 percent of the district's employees.

An employee who takes leave has no greater right to reinstatement than if he/she had been continuously employed during the leave period. If the district reduces its work force during the leave period and the employee is laid off for legitimate reasons at that time, he/she is not entitled to reinstatement.

Return to Work

The employee shall present a certification from the health care provider of the employee's ability to resume work. The certification shall address the employee's ability to perform the essential functions of the position.

Military Family Leave

An employee requesting leave for qualifying exigencies shall provide a copy of the military member's active duty orders with the dates of the service and a certification of the qualifying exigency necessitating the leave.

Military Caregiver Leave

An eligible employee may use up to a total of 26 work weeks of leave during a single 12-month period, inclusive of the 12 weeks of FMLA, to care for a covered servicemember with a serious injury or illness in accordance with current federal and state regulations.

Notifications

In accordance with law, the district shall notify employees of their right to request family care and medical leave.

When employees request family care and medical leave, the district shall provide them with notice detailing the specific expectations and obligations involved.

E. **Reports Required**

None

F. **Record Retention**

Employee request and District response for family care and medical care leave will be maintained in the employees personnel file.

G. **Responsible Administrative Unit**

Human Resources

H. **Approved By**

Associate Superintendent for Human Resources

Legal Reference:

CALIFORNIA GOVERNMENT CODE

12940	Unlawful employment practices
12945	Pregnancy; childbirth or related medical condition; unlawful practice
12945.2	Family care leave; definitions; conditions
19702.3	Family care leave; exercise of rights

CALIFORNIA CODE OF REGULATIONS, TITLE 2

7297.0-7297.9 Family Care Leave

UNITED STATES CODE, TITLE 29

2601 et seq., Family and Medical Leave Act of 1993

CODE OF FEDERAL REGULATIONS, TITLE 29

825 Family and Medical Leave Act of 1993

Regulation Adopted: 4/9/96

Regulation Revised: